

PROFESSIONAL SERVICES CONTRACT
[Fidelity Information Services, LLC – Department of Human Services]

THIS CONTRACT made as of the 29th day of September 2017 in the Territory of the United States Virgin Islands, by and between the **Government of the Virgin Islands, DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF HUMAN SERVICES** with the address of 1303 Hospital Ground, Knud Hansen Complex, Building A, St. Thomas, U. S. Virgin Islands 00802 (hereinafter referred to collectively as “Government”) and Fidelity Information Services, LLC (FIS) with the address of 11000 W Lake Park Drive, Milwaukee, WI 53244 (hereinafter referred to as “Contractor”).

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

WITNESSETH

WHEREAS, the Government is in need of the services of a Contractor to implement and operate an Electronic Benefit Transfer (“EBT”) System in the U. S. Virgin Islands for the Supplemental Nutrition Assistance Program (“SNAP”) on behalf of the Department of Human Services, which duties and responsibilities are more particularly described in *Addendum I, Scope of Services*, and FIS’ response to Government’s Request For Quotation (“RFQ”) No. 001-2017(P); and

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

NOW THEREFORE, in consideration of the mutual covenants contained in this Contract, and intending to be legally bound by the same, Government and Contractor agree to the following:

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Contractor’s Initial: NA

TERMS AND CONDITIONS

1. SERVICES

The Contractor agrees to implement and operate an Electronic Benefit Transfer (“EBT”) System for the U. S. Virgin Islands that provides electronic access to the Supplemental Nutrition Assistance Program (“SNAP”) to eligible households living within the Territory of the United States Virgin Islands. The Contractor shall provide the services in accordance with the terms and conditions specified in this Contract, including all Addenda, attachments and exhibits, which constitute the Contract document. This Contract between the parties consists of the following, which are hereby incorporated by reference as if fully set out herein:

(a) all applicable U. S. Virgin Islands or federal laws, rules or regulations, and any approved waivers of the same;

(b) this Contract as of the date first entered above and its Addenda, attachments and exhibits;

(c) the U. S. Virgin Islands RFQ No. 001-2017(P) dated November 16, 2016, all RFQ written questions and answers to said RFQ, and all amendments to said RFQ, if any; and,

(d) FIS’ Cost Proposal dated December 16, 2016 and any subsequent communication including clarifications requested by the Government (collectively, “FIS’s Proposal”).

The Contractor agrees to fully comply with the Quest EBT Operating Rules, version 2.2, dated September 2014, plus all subsequent revisions and amendments to these rules that occur from time to time.

2. TERM

A. Transition Phase/Pre-operational phase

The term of the *Transition Phase* as specifically described in Section 8.1.1.3 of the **Addendum I: Scope of Services** and Section 8.2.3 of **Addendum I: Scope of Services** the EBT Transition Plan shall be from the date that the Contract is executed by the Governor of the U.S. Virgin Islands (hereinafter “Governor”) to no later than

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November 30, 2017. Included in said term . the Contractor agrees to complete the Transition as outlined in the scope of services from Government's current EBT Contractor, JP Morgan. . The Contractor, FIS, is unconditionally authorized to proceed with work after receiving written notification to proceed from the Commissioner of the Department of Human Services Commissioner.

B. Initial Term

After the transition term of this Contract the initial term of this Contract shall commence on December 1, 2017 and shall terminate on November 30, 2022. The Government reserves the right to renew this Contract on the same terms and conditions for two (2) additional two (2) year terms at the sole discretion of the Government.

C. Renewal Term

Any such renewal or extension shall be contingent upon satisfactory performance evaluations of the Contractor by the Government and shall be subject to the availability of federal funds and U. S. Virgin Islands Government funds that may be required as a match. Government shall give written notice to the Contractor of such intent to extend or renew not less than ninety (90) days prior to the expiration of the Initial Term (hereinafter "Renewal Term").

3. ASSURANCES

During the performance of this Contract, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, or physical handicap, unless related to a bona fide occupation qualification. Contractor will take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religious creed, sex, national origin, ancestry, age, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in

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conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. Contractor will, in all solicitations or advertising for employees placed by or on behalf of Contractor relating to this Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, or physical handicap.
- C. Contractor will send to each labor union or representative of the workers with which he has a collective bargaining agreement, or other Contract or understanding, whereby he is furnished with labor for the performance of this Contract, a notice, to be provided by the Contracting department or agency, advising the said labor union or workers' representative of Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and the applicants for employment.
- D. Contractor will cause the foregoing provisions to be inserted in any Material Subcontractor, as defined in Section 11, subcontracts for any work covered by the Contract so that such provisions shall be binding upon each Material Subcontractor, provided that the foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.
- E. Contractor and all Material Subcontractors shall comply with the requirements, conditions, and standards of all of the following:
1. Title VI of Civil Rights Act of 1964 (42 USC § 2000d et seq.);
 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC);
 3. Non-discrimination under Federal Grants and Programs (29 USC §794);
 4. 7 CFR 3021, Drug-free Workplaces;
 5. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (29 CFR, Part 60);

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6. (40 USC §327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5);
7. The United States Environmental Protection Agency (EPA) 40 CFR, Part 15, pursuant to the Clean Air Act, as amended, (Air Act), (42 USC §7401 et seq.);
8. The Federal Water Pollution Control Act, as amended (“Water Act”), (33 USC §1251 et seq.); and Executive Order 11738; and,
9. The United States Department of Health and Human Services Regulations found in 45 CFR, parts 80 and 84;
10. The United States Department of Agriculture (USDA) Electronic Benefits Transfer (Title 7 CFR 247), Software Ownership and Copyright Clause (7 CFR 3016.34), and Equipment Usage and Disposition (7 CFR 3016.32);
11. Anti-Lobbying Certification and Disclosure (7 CFR 3018.110);
12. Debarment/Suspension Certification (7 CFR 3016.35);
13. Americans with Disabilities Act;

4. FEDERAL APPROVAL

This Contract and any amendments to said Contract, if any, shall be contingent upon approval by the United States Department of Agriculture, Food and Nutrition Services (“FNS”). Both parties acknowledge that if federal approval is not obtained that this Contract shall become null and void and that neither party shall pursue any claim against the other arising out of work performed from the effective date of this Contract until the parties agree that federal approval will not be forthcoming, until such approval by FNS is achieved.

5. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in *Addendum I, Scope of Services*, agrees to pay the Contractor a sum not to exceed **THREE MILLION and 00/100 (\$3,000,000.00)**.

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The Terms of Compensation are more fully described in *Addendum II, Terms of Compensation*, as well as FIS's Cost Proposal dated December 16, 2016, which are all incorporated herein and made a part of this Contract.

6. TRAVEL EXPENSES

There are no additional expenses other than those specifically authorized by *Addendum I Scope of Services*.

7. BILLING

The Government shall pay the approved invoices submitted by the Contractor, as specifically authorized for work completed and accepted, when applicable, under *Addendum I, Scope of Services*, for the period covered under this Contract.

8. PAYMENT

Invoices for payment shall be submitted to:

Richard Lacombe
EBT Project Manager
Department of Human Services
Knud Hansen Complex, Building A
1303 Hospital Ground
St. Thomas, USVI 00802

Invoices shall be submitted in a format approved by the EBT Project Manager and contain sufficient detail to allow proper verification of charges. No invoices will be processed for payment until approved by the EBT Project Manager.

The Contractor shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

1. Name and address of the Contractor;
2. Invoice date and number;
3. Contract number;

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4. Detail description of items being billed in accordance with **Addendum II (Terms of Compensation)**;
5. Name and address of official to whom payment is to be addressed; and
6. Name, title, and phone number of person to notify in event of defective invoice.

If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:

1. Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment, and
2. Provide a copy of the remittance and supporting documentation to the EBT Project Manager.

The Contractor shall maintain documentation for all charges against the Government under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the Government, or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

9. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Contract shall be performed by the EBT Project Manager and other officials that the Government may so designate.

The Department of Human Services or its authorized representative shall, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed, to inspect, monitor or otherwise evaluate the work being performed; provided such DHS personnel or authorized representative comply with Contractor's access policies and procedures. The prime Contractor and all Material Subcontractors must provide reasonable access to all

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reasonable facilities and assistance for Department Human Services representatives; provided such DHS personnel or authorized representative comply with Contractor's access policies and procedures. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work and during regular business hours.

10. RECORDS

The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract. The Contractor shall preserve all books and records for at least five (5) years from date each statement is rendered; provided however, the records involving matters in litigation shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within five (5) years. All documents, books, records, instructional materials, and printouts of every description derived therefrom prepared solely for the Government (collectively the "Government Records") pursuant to this Contract shall become the property of the Government excluding proprietary products, documentation, materials and information (and derivative works thereto) of Contractor, Contractor's sub-contractors and third party product providers, and shall be turned over to it at the termination of this Contract. Upon such termination, the Government Records shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

This Contract is subject to, and incorporates by reference, 2 CFR 200.315 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was solely developed, or for which ownership was solely purchased under this Contract. The Contractor must deliver all intangible property developed solely for the Government under this Contract and paid for solely with federal funds, including but not limited to intellectual property, to the Government in a manner that ensures the FNS obtains a royalty-free, non-exclusive, and irrevocable right

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to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so provided the owner of such intellectual property agrees to such terms and conditions.

In performance of this Contract, the Contractor acknowledges that certain government data to which the Contractor may have access may contain individual Federal tax information ("FTI"), personal protected health information ("PHI") and other individually identifiable information protected by territorial or Federal law ("Government Data") and such information will be marked as FTI or PHI, as applicable. In addition to the provisions of this Section, if PHI data is provided and subject to Contractors review, the Parties shall execute the *Privacy Business Associate Agreement*. The parties acknowledge that the scope of services as outlined in Addendum I do not contemplate the provision of PHI data to Contractor.

Before receiving or controlling Government Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain Government Data from internal and external security threats and Government Data from unauthorized disclosure, and a copy of such policy can be made available to the Government for inspection at a Contractor facility. No Government Data will be stored or transferred to any location outside the United States.

The Contractor represents and warrants that, before receiving or controlling Government Data, it will have implemented and it shall maintain during the Term industry-standard administrative, technical, and physical safeguards reasonably designed to (i) ensure the security and confidentiality of Government Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the Government Data; and (iii) protect against unauthorized access to or use of Government Data. Such measures include, as applicable: (1) access controls on information systems, including controls to authenticate and permit access to Government Data only to authorized individuals and controls to prevent the Contractor employees from providing Government Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic Government Data while in transit from the Contractor networks to external networks; (4) industry- standard measures to store in a

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secure fashion all Government Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to Government Data; (6) industry-standard measures to ensure that the Government Data shall not be altered or corrupted without the prior written consent of the Government; (7) industry-standard measures to protect against destruction, loss or damage of Government Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

11. 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 personnel the Contractor assigns to perform the services shall be properly trained and qualified for services they are to perform. No costs or expenses of the Contractor associated with replacement or training of personnel shall be passed to the Government. Any unavailability of the Contractor personnel, discontinuity in the Contractor's project team or other Contractor personnel-related cause will not excuse the Contractor's failure to perform as specified in this Contract unless such unavailability or discontinuity is caused by a request from Government. The Contractor agrees that personnel identified as key personnel in **Addendum I-A** ("*Key Personnel*") shall participate in the delivery of the services in the capacity indicated and the Contractor shall use commercially reasonable efforts to ensure that each of the Key Personnel stays assigned to the performance of the services until completed and that other assignments will not impair the ability of any Key Personnel to perform such services.

The Contractor will obtain a written confidentiality agreement from each material subcontractor ("Material Subcontractor") (if any) before such Material Subcontractor provides service. For clarification purposes, a Material Subcontractor means a subcontractor that (i) provides services under this Contract, and (ii) has access to Government Data. No subcontracting will release the Contractor from its responsibility

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for its obligations under this Contract. The Contractor will be responsible for the work and activities of each of its subcontractors, including compliance with the terms of this Contract and for all payments to its subcontractors.

12. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon 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 Virgin Islands gross receipts taxes, unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

13. ASSIGNMENT

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

14. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorneys' fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, but only to the extent directly arising out of the services to be performed by Contractor under this Contract and to the extent directly arising from any cause when caused solely by Contractor's negligent acts or omissions.

To the extent provided by law, the Government agrees to indemnify and hold harmless the Contractor from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorneys' fees) and causes of action of whatsoever character which Contractor may incur, sustain or be subjected to, but only to the extent directly arising out of the obligations by the Government under this Contract

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and to the extent directly arising from any cause when caused by Contractor's negligent acts or omissions.

15. INSURANCE AND LIMITATION OF CONTRACTOR'S LIABILITY

15.1 Insurance. Contractor shall add the Government of the United States Virgin Islands and its officers and employees as an additional insured to its General Liability, Automobile Liability and Umbrella policies for liability arising out of this Contract. If Contractor's current Comprehensive General Liability insurance coverage does not meet the requirements below, Contractor will obtain excess liability insurance to compensate for the difference in the coverage amounts. Contractor is responsible for any and all deductibles stated in the policies. Insurance will be maintained at all times during the performance of the Contract. Insurance coverage will be issued by insurance companies authorized by applicable law to conduct business in the territory of the United States Virgin Islands, and must add the Government of the United States Virgin Islands to its General Liability, Automobile Liability and Umbrella policies. The insurance policy will have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. In addition to the insurance required above, Contractor agrees to procure and maintain ***professional liability insurance for any and all services performed under this Contract, with a minimum coverage of \$2,000,000 per occurrence.***

A. Other Insurance

The Contractor must obtain, pay for, and keep in force the following minimum insurance coverage and shall furnish a certificate to the Government evidencing that such insurance is in effect:

(1) Comprehensive ***general liability*** policy with endorsement to insure contractual liability, personal injury, personal and advertising liability, waiving right of subrogation against the Government except for events caused by the willful misconduct or gross negligence of the Government;

(2) Liability insurance against ***bodily injury or death*** of any one person in any one accident in the amount of five hundred thousand dollars (\$500,000)

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and in the amount of two million dollars (\$2,000,000) for the injury or death of more than one person in any accident; and,

(3) Insurance against liability for *property damages* in the amount of one million (\$1,000,000) dollars.

It shall be the responsibility of the Contractor to require any Material Subcontractor who provides direct services hereunder to secure the similar insurance coverage, proportional to the subcontractor's risk, as prescribed herein for the Contractor, and to furnish to the Government a certificate or certificates evidencing that such insurance is in effect. Evidence of insurability under these provisions shall be directed to the Government. In addition, the Contractor must indemnify and save the Government harmless from any liability arising out of the Contractor's or any subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein. All such coverage shall remain in full force and effect during the term of this Contract.

The insurance specified above will be carried until all services required to be performed under the terms of this Contract are satisfactorily completed. Failure to carry or keep such insurance in force will constitute a violation of the Contract, and Government maintains the right to stop work until proper evidence of insurance is provided.

The insurance will provide for thirty (30) calendar days prior written notice to be given to Government in the event coverage is substantially changed, canceled (except for the normal insurance renewal process), or non-renewed. Contractor must submit a new coverage binder to Government to ensure no break in coverage.

15.2 Limitation of Liability. CONTRACTOR'S TOTAL LIABILITY FOR THE SERVICES IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF FIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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16. 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. The Contractor is solely responsible for the fulfillment of its obligations and those of its subcontractors as set forth under the Contract. The Government will consider the Contractor to be the sole point of contact with regard to all contractual matters.

The Contractor shall not subcontract the performance of this Contract or any portion thereof to any other subcontractor without written approval of the Department of Human Services. For all Material Subcontractors, a Certificate of Good Standing from the Office of the Virgin Islands Lieutenant Governor, Corporations and Trademarks Division must be included in all subcontract agreements. This provision will not be taken as requiring the approval of Contracts of employment between the Contractor and personnel assigned for services thereunder.

All references, whether in the RFQ or in the Contract, to the Contractor should be construed to encompass both the Contractor and its Material Subcontractor(s).

All Material Subcontract agreements must contain the following requirements:

- All Material Subcontracts shall be in writing and shall contain provisions which are consistent with the provisions of this Contract; and
- All Material Subcontracting agreements must be signed and delivered to the EBT Project Manager within five working days following the (i) Contract award date or (ii) the execution of the Material Subcontractor agreement.

The Contractor shall give the Government immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Contractor by any party including but not limited to any Material Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract. The requirement of prior approval of any Material Subcontractor agreement under this Contract shall not make the Government a party to any such subcontract or create any right, claim or interest in the subcontractor or proposed

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subcontractor against the Government. No subcontract or delegation shall relieve or discharge the Contractor from any obligations or liability under the Contract.

17. 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. This Contract shall be construed with United Virgin Islands laws. Where a conflict exists between the laws which apply to the interpretation of this Contract, in the absence of a clear pre-emption by the federal law, the law of the United States Virgin Islands shall prevail. Venue for any suit arising out of this Contract shall be in the United States Virgin Islands.

18. CHANGE ORDER REQUESTS

In the event of any changes in the law, rules, or regulations, applicable to the services provided hereunder or otherwise affecting the cost of providing the services hereunder, either party may submit a change order request to the other to address the impact of such changes. No change orders are to be implemented except with the mutual agreement of the parties and agreed to in writing. This section establishes the only procedures by which the Contractor may obtain any compensation or reimbursement in excess of the amounts specifically provided for elsewhere in the Contract for any services rendered or properly delivered or expense incurred in the performance of the Contract.

During the Contract period, if the Contractor considers that any written or oral communication, including any order, direction, instruction, interpretation, or determination, received from the Government and its EBT Project Manager, or that any other act or omission of the Virgin Islands Supplemental Nutrition Assistance Program, or any other program under this Contract, constitute a change to the scope of the *Scope of Services* of this Contract or otherwise adversely affects Contractor's performance of this Contract, but is not plainly identified, labeled, or titled as such (collectively an "Event"), the Contractor shall advise the EBT Project Manager with respect to the services to be performed by the Contractor under this Contract in writing within ten (10) days of the Event and shall request written confirmation of the Event. The notice shall state the following:

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- 1) The nature and pertinent circumstances of the communication, act, or omission regarded as a change in scope of the *Scope of Services* by the Contractor;
- 2) The date of the communication, act, or omission, and identification of each individual involved in such communication, act, or omission, listing his or her name and function;
- 3) The identification of the documents involved;
- 4) The substance of any oral communications;
- 5) The particular technical requirements or Contract requirements regarded as changed; and
- 6) The direct and foreseeable consequential effect of the communication, act, or omission regarded as a change to the scope of the *Scope of Services*, including the number of hours required from the staff to accomplish the change and manner and sequence of performance or delivery of supplies or services, identifying which supplies or services are or shall be affected, and the effect on the overall schedule of performance of Contractor's work.

19. 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 waivers, 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.

No modification or change of any provision in the Contract shall be made, or be construed to have been made, unless the Contractor and the Government mutually agree to such modification in writing. The Contract modification will be incorporated as a

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