

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 5th day of October, 2018 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 the University of the Virgin Islands (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to conduct the research and analysis needed to develop a comprehensive street addressing and re-addressing plan for the Territory; and

WHEREAS, the Government is in need of the services of a Contractor to conduct the Bridge Phase 1 project of the USVI Street Addressing Initiative as part of the Contractor's duties and responsibilities, which are more particularly described in Addendum I (*Scope of Work*) attached hereto; and

WHEREAS, the Virgin Islands Code Ann., Title 3, Section 74 states that Government agencies in need of research services "shall first seek assistance from the University of the Virgin Islands; and

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

WHEREAS, the Office of the Lieutenant Governor staffs the Territorial Geographic Information Systems (GIS) Coordinator and is responsible for liaison and coordination on all GIS projects in the Virgin Islands;

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 (*Compensation*) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate eighteen (18) months thereafter.

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3. COMPENSATION

The Office of the Lieutenant Governor, in consideration of the satisfactory performance of the services agreed to by the Parties in Addendum I (*Scope of Work*) attached hereto and made a part of this contract, agrees to pay Contractor a sum not to exceed Two Hundred Thousand (\$200,000.00) Dollars. This agreement shall be for a fixed price to be paid according to the payment terms and deliverables as set forth in attached Addendum II (*Compensation*).

4. TRAVEL EXPENSES

Travel costs and expenses are included in the Contract amount and Contractor agrees to present documented precise records of time and/or money expended under this Contract. Travel costs and expenses shall not exceed Fifteen Thousand Five Hundred (\$15,500.00) Dollars.

5. RECORDS

The Contractor when applicable will present documented precise records of time and/or money expended under this Contract.

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.

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. UVI will be granted permission to use the information needed for this project from the appropriate department and agency upon application.

8. 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.

9. ASSIGNMENT

The Contractor may subcontract a portion of the services to any subcontractor who is capable of performing at the level of professionalism required under this contract.

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

10. INDEMNIFICATION

This indemnification applies to the Contractor and any subcontractors. Contractor agrees to indemnify, defend and hold harmless 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 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.

To the extent permitted by law, in the event litigation relating to this Contract is filed by either party, both contracting parties in such litigation will pay their respective costs resulting from the litigation.

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 of whatsoever character which the Government may incur, sustain or be subjected to, arising out of Contractor's gross negligence, willful misconduct or fraud.

11. 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.

12. 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.

13. 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.

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14. ENTIRE AGREEMENT

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

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 Government if and while Contractor gives satisfactory assurance, in writing, 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.

16. CONDITION PRECEDENT

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

17. TERMINATION

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

18. 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.

19. 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.

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20. 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:
- i. 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);
 - ii. a territorial officer or employee and, as such, has:
 1. 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;
 2. not made, negotiated or influenced this Contract, in its official capacity;
 3. no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

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

22. 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

Delbert Hewitt, Chief of Staff Office of the Lieutenant Governor 5049 Kongens Gade St. Thomas, VI 00802	Lloyd T. Bough, Jr., Commissioner Department of Property & Procurement 3274 Estate Richmond St. Croix VI 00820
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CONTRACTOR

David Hall, SJD
President
University of the Virgin Islands
Brewer's Bay
St. Thomas, VI 00802

23. 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

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- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

In the event of a conflict between the general provisions of this Contract and the provisions of Addendums I and II of this Contract, the general provisions of this Contract shall prevail.

25. 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. If during the term of this contract, the contractor shall become ineligible to receive contract awards using federal funds, this contract shall be terminated forthwith for cause and the contractor shall not be entitled to payment for any work performed under this contract or sub-contract after the effective date of such ineligibility.

26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

27. 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.

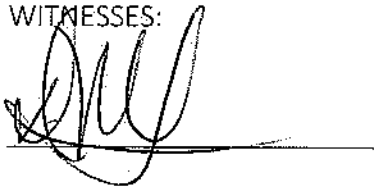
[signature page follows]

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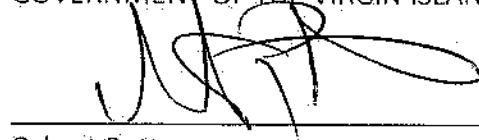
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:




GOVERNMENT OF THE VIRGIN ISLANDS



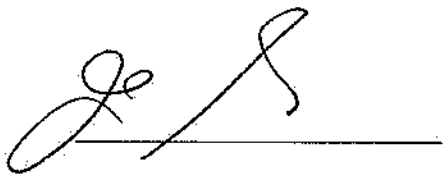
Osbert Potter
Lieutenant Governor

9/12/18
Date

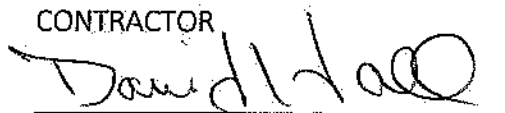


Lloyd T. Bough, Jr., Commissioner
Department of Property and Procurement

9/25/18
Date



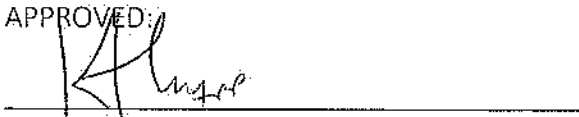
CONTRACTOR



David Hall, SJD
President
University of the Virgin Islands

9/5/18
Date

APPROVED:



Kenneth Mapp
GOVERNOR OF THE VIRGIN ISLANDS

Date: 10-05-18

APPROVED AS TO LEGAL SUFFICIENCY DEPARTMENT OF JUSTICE

BY: Caryl E. McDermott, Esq.
AAG

Date 10/2/18

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