



OPCMR

[VERSION: 6/1/2026(1)]

INSTRUCTIONS FOR PROFESSIONAL SERVICES CONTRACTS VALUED AT \$1,000,000.01 OR MORE:

1. These instructions are not a part of the template, do **not** submit these Instructions to DPP.
2. All information in red font must be updated by the User Agency in completing the contract. The red font is meant to draw the user agency’s attention to the areas that require changes. Upon updating the required sections, please change the font color to black. Do not submit contractual documents to DPP with Red Font.
3. In instances where a word is in square brackets in red font, like this [User Agency] agencies must update the required information, delete the brackets and change the font to black.
4. In instances where two clauses are separated by the word “or” agencies are required to use the language that is applicable to the particular contract and to delete the irrelevant clause. As shown in the example below, do not use both clauses in the contract that is submitted to DPP.

WHEREAS, the Government solicited the services under RFP No. _____;

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized];

5. In instances where text in red appear in parenthesis as shown below, this constitutes instructions in the template and these instructions or the entire clause should be deleted by the user agency based on the applicable circumstances.

(Only insert renewal language in second sentence if the contract has an option to renew)

6. Insert RFP No. in the footer. If not applicable, delete RFP No. from footer.
7. Update all signatories’ names and titles, if applicable.
8. Addendum I may be called Scope of Work or Scope of Services, select one and use that selection consistently throughout the Contract.
9. If the compensation under the renewal will differ from the compensation during the base term, Addendum II must include a separate section with the compensation specifics for the renewal period. If this additional section is not included, the Contract can only be renewed at the same compensation as the base term. Do not add the renewal compensation to the compensation of the base term in Paragraph 3 or the introduction to Addendum II.
10. Use the Contract Administration PowerPoint dated 2/3/2025, available in the Procurement Toolkit in Teams for further guidance.



OPCMR

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made this _____ day of _____, 20____, 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 [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the Contractor’s formation documents (i.e. articles of incorporation)] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

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

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 Services) attached hereto and made a part of this Contract.

2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Governor of the U.S. Virgin Islands and shall terminate [insert number of years (or number of days or months for contracts less than one year) in words and numerals] thereafter. The Government, in its sole discretion, shall have the option to renew this Contract for one additional period of one (1) year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. (Only insert renewal language in the second sentence if the contract has an option to renew. Also, renewal options and notice periods are



OPCMR

negotiable (i.e., they can be more or less than the periods noted herein) depending on the circumstances of the agreement))(For time-only renewals – replace renew with extend).

Or

The term of this Contract shall be from **October 1, 2025** to **September 30, 2026**. Upon the date of execution of this Contract by the Governor of the U. S. Virgin Islands, this Contract shall become effective for the Term set out herein. The Government, in its sole discretion, shall have the option to renew this Contract for **one additional period of one (1) year** subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. **(Only insert renewal language in second sentence if the contract has an option to renew. Also, renewal options and notice periods are negotiable (i.e., they can be more or less than the periods noted herein) depending on the circumstances of the agreement))**(For time-only renewals – replace renew with extend)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **[insert value of contract in words] [(\$insert value of contract in numerals)]** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **[\$xxx or \$0.00]** **(If the Contract includes separate costs for travel expenses, insert the value here. If there are no travel expenses under the MOA, insert \$0.00).**

5. RECORDS

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



OPCMR

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.

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, gross receipt, excise, and social security taxes for Contractor, its employees, agents or independent contractors.

9. ASSIGNMENT

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

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (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.

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.



OPCMR

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.

14. 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.

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 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 of the U.S. Virgin Islands.



OPCMR

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] 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 by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. 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 [insert number of days in words] [(insert number of days in numerals)] 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.

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:
 - (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 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; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.



OPCMR

21. NOTICE

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

GOVERNMENT

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, Virgin Islands 00802

[Name & Title]
[User Agency]
[Physical Address]
[Mailing Address]
[City, State, Zip Code]

CONTRACTOR

[Name & Title]
[Name of Company]
[Physical Address]
[Mailing Address]
[City, State, Zip Code]

22. 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; or
- (c) to the extent that the provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations do not apply to the provision of services under this Contract, it has complied with all licensing or permit requirements from the jurisdiction in which the services under this Contract are performed.



OPCMR

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda, exhibits, or attachments are listed in this section that are made a part of this contract)

24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency and shall provide a copy of its current Sam.Gov registration details. The Contractor shall include this provision in each of its subcontracts hereunder and shall determine its subcontractors’ eligibility to receive contract awards using federal funds. In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. 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.

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 offence. (Only insert if Contract involves federal funds) (If the Contract involves Federal funds, User Agencies must determine the applicability of any required clauses from 2 CFR 200 and the terms and conditions of the applicable grant and insert any required federal clauses via an Addendum to the Contract.)

27. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, otherwise, use the language below]. (The language below includes minimum insurance requirements; additional insurance coverage (to include policy limits and coverage types may be required depending on the nature of services (e.g., residential services including transportation will require automobile insurance, certain



OPCMR

technology-based contracts will also require cyber liability coverage), and an increased level of risk exposure).

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **One Million Dollars and Zero Cents (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **One Million Dollars and Zero Cents (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **One Million Dollars and Zero Cents (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

28. SEVERABILITY

If any paragraph, term, or provision of this Contract is determined to be invalid or unenforceable, such determination shall have no effect on the validity of any other paragraph, term, or provision of this Contract, all of which will remain in full force and effect for the term of the Contract.

29. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

The Parties have hereunto set their hands on the day and year as set forth below.



OPCMR

GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE]
[USER AGENCY]

Date: _____

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: _____

CONTRACTOR

[NAME] [TITLE]
[NAME OF COMPANY]

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____

Assistant Attorney General

Date: _____

APPROVED:

Albert Bryan Jr.
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Date: _____