

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: April 9, 2019

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RFP No. 018-T-2019 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Wednesday, May 29, 2019 @ 4:00 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK:

Qualified Firms to provide a revenue generating Advertising & Marketing Service for the Transit System (VITRAN) in the U.S. Virgin Islands.

SCOPE OF SERVICES: See Attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include **(i)** Professional qualification, registration and general reputation of principals of the firm or person; **(ii)** the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; **(iii)** familiarity with the location (s) in which services will be performed; **(iv)** capability of meeting schedules; and **(v)** quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner Designee
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-018-T-2019 (P) Qualified Firms to provide a revenue generating Advertising & Marketing Service for the Transit System (VITRAN) in the U.S. Virgin Islands

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Deputy Commissioner of Procurement, Lisa M. Alejandro** at lisa.alejandro@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-018-T-2019 (P) Qualified Firms to provide a revenue generating Advertising & Marketing Service for the Transit System (VITRAN) in the U.S. Virgin Islands.**

C. PROPOSE SCOPE OF SERVICES

See Attached

D. TIMETABLE

1. Last day for request for written clarification will be **Tuesday, May 7, 2019 @ 4:00 p.m.** Atlantic Standard Time.
2. Proposals will be accepted at Department of Property & Procurement, no later than **Wednesday, May 29, 2019 @ 4:00 p. m.** Atlantic Standard Time.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit **one (1)** original and **five (5)** copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Wednesday, May 29, 2019 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner Designee
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-018-T-2019 (P)

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Deputy Commissioner of Procurement, Lisa M. Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:

- a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
- a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for project. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
- a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: 3 minimum (including a notarized written consent from the authorized representative which must include: name; telephone number; email address and facsimile number).
6. Project Approach:
- a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

N. REQUIREMENTS FOR CORPORATION

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

REQUEST FOR PROPOSAL

1. PURPOSE

The Government of the Virgin Islands (GVI), on behalf of the Virgin Islands Department of Public Works (VIDPW), is seeking a qualified Contractor to provide a revenue generating transit advertising and marketing service. The Contractor will be responsible for managing all revenue generating advertising activities Territory-wide on the following designated VITRAN public transit assets: transit buses, bus shelters, ferry boats and transit facility. The Contractor will manage sales and placement of advertising, production of advertising materials and other contractual duties.

2. DESCRIPTION OF SERVICE

VIDPW's public transit system VITRAN, currently operates routes on St. Croix, St. Thomas and St. John, 6:00 a.m. – 8:45 p.m., Monday- Saturday. The following VITRAN assets are available for advertising: twenty-two (22) transit buses, forty (40) bus shelters, two (2) ferry boats and one (1) transit facility. VIDPW reserves the right to alter the listing with a ten (10) day notice to the Contractor. See **Appendix 1** for routes, **Appendix 2** for bus specifications, **Appendix 3-3a** for shelter specifications, **Appendix 4** for ferry boat specifications and **Appendix 5** for transit facility specifications.

3. SCOPE OF WORK

The Contractor will have the exclusive right to advertising and marketing relevant to designated VITRAN assets Territory-wide. The Contractor is responsible for managing the construction, installation, marketing and servicing of the VITRAN Advertising and Marketing Program.

- a. The Contractor assumes all responsibility for all materials and services provided under this contract.
- b. The Contractor will give its best effort to sell advertising space and will operate a fully staffed business office to manage this effort. Contractor must be available to travel to the Virgin Islands within three (3) day if needed.

- c. Each Ad must present a sharp, clear, high-quality appearance. No layering of one ad upon another is permitted. The VIDPW's Deputy Commissioner of Transportation will be the sole determinant in judging whether an ad is in unacceptable condition. The dimensions of ad material must not exceed or protrude further than the surface area of the bus, shelter, terminal or ferry.
- d. The Contractor must have a workforce capable of ensuring proper installation, maintenance and removal of advertising displays. VIDPW requires that all advertising installations be non-permanent. The Contractor must ensure that all advertisements are manufactured, installed and removed in accordance with current industry standards and in such a way as to preserve the original appearance and condition of the surface on which the advertisement is placed. In the event damage occurs, the Contractor must reimburse VIDPW for the actual cost of repairs including labor, parts and materials, plus 25% administration overhead fee. Prior to undertaking repairs, VIDPW will provide three (3) business days' notice to enable the Contractor time to inspect the subject damage if so desired.
- e. The Contractor will comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. All advertisements must be approved by VIDPW's Deputy Commissioner of Transportation via email or other written communication with at least three (3) business days' notice. The Contractor will remove damage or unapproved ads within 24 hours of written notice from VIDPW's Deputy Commissioner of Transportation. It will remove all dated ads within five (5) calendar days from their expiration date. (Dated ads refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.)
- f. The Contractor must not display ads that include the following: 1.) false, misleading or deceptive information; 2.) unlawful or illegal goods, services or activities; 3.) ads declaring unauthorized endorsements; 4.) ads that contain images or information demeaning to an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, veterans' status, disability, or sexual orientation; 5.) ads that contain images or information that are violent, frightening or otherwise disturbing or harmful to minors; 6.) ads that promote escort services, dating services or sexually oriented business; 7.) ads containing images or information that would be deemed by a significant segment

of the local public to be offensive, improper or in bad taste; 8.) and ads that promote the use of alcohol and/or tobacco.

- g. Any unsold spaces will become available to VIDPW for the purpose of inserting public service announcements or for publicity of VIDPW activities. With at least 24-hour notice, the Contractor may remove these announcements if the space is sold. The Contractor will keep the advertising material and will not alter or damage the material. The Contractor may place its own advertisements in empty spaces with prior written approval by VIDPW's Deputy Commissioner of Transportation.
- h. The Contractor will indemnify and hold harmless GVI in the event that the Contractor's ads are destroyed, defaced or otherwise affected in any way by vandalism, accidents or other acts. VIDPW will agree to report criminal activities to the Virgin Islands Police Department and the Contractor as soon as feasible.
- i. The Contractor agrees to maintain complete, accurate and up-to-date records of all advertising business conducted and to include such records with its regular payments to VIDPW. GVI will have the right to audit the Contractor's books, records and accounts relevant to the contract. The Contractor will provide requested information within thirty (30) days of written request by GVI. The Contractor must preserve all relevant books, records and accounts generated during the entire term of this agreement for at least three (3) years following the expiration/termination of the contract.
- j. The Contractor will make monthly payments to VIDPW due not later than ten (10) days after the first day of each month in accordance with the contract. Monthly payments must be accompanied by a schedule outlining advertisements displayed, gross revenue earned, and future earnings. Past-due payments received after the tenth day will be subject to a 10% penalty fee if paid within the month due; a 100% penalty fee will be applied if paid thereafter. Arrears of ninety (90) days will be grounds for termination of the contract and removal of all advertising materials from designated VITRAN assets at the expense of the Contractor.

4. REQUIRED PROPOSAL ELEMENTS

The Contractor must provide the following:

- a. A statement of qualification detailing prior professional experience in the areas of advertising and marketing, as well as the technical and financial capacity to fulfil the current scope of work. Contractors must presently operate, for 5 years at minimum, an advertising business. Contractors must provide three (3) references and photographs of successful installations executed.
- b. Comprehensive work plan.
- c. Proposed compensation including specific percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the contract and for each option year of the contract.
- d. Rate cards outlining estimated rates for advertisement on designated VITRAN assets, including all applicable discounts for increased showing, frequency or length or posting.

5. CONTRACT TERM

Concession authority will be awarded for a base term of three (3) years with the option to extend for an additional two (2) year period at terms subject to the negotiation of the Contractor and the Government of the Virgin Islands (GVI). Should VIDPW determine to exercise the extension, GVI will notify the Contractor in writing ninety (90) days prior to the end of the base term.

Prior to contract expiration, termination may be made by mutual agreement or immediately upon breach of the contractual agreement by the Contractor. Either party may give the other party ninety (90) days written notice of termination.

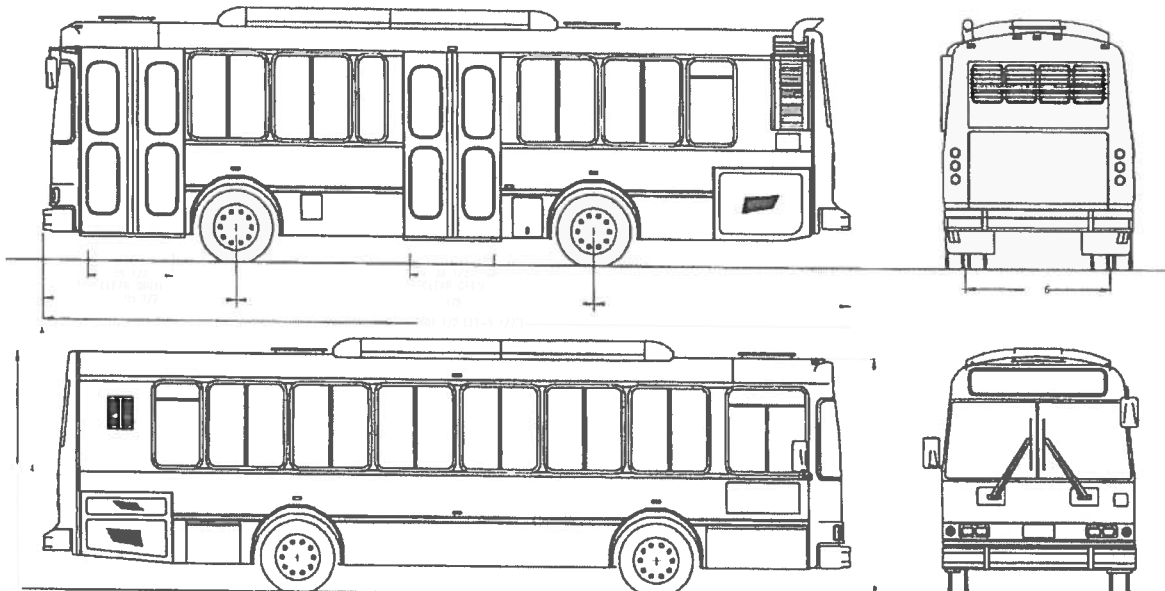
Following expiration, the agreement may continue on a month-to-month basis at the mutual agreement of both parties for a period not to exceed six (6) months.

6. COMPENSATION STRUCTURE

The Contractor must pay VIDPW forty percent (40%) of the gross revenue generated through advertising on designated VITRAN assets.

7. DURATION OF RFP

The RFP will be posted for 45 days. At the end of the timeframe, proposals for a professional services contract will be considered.



CONCEPTUAL PROPOSAL

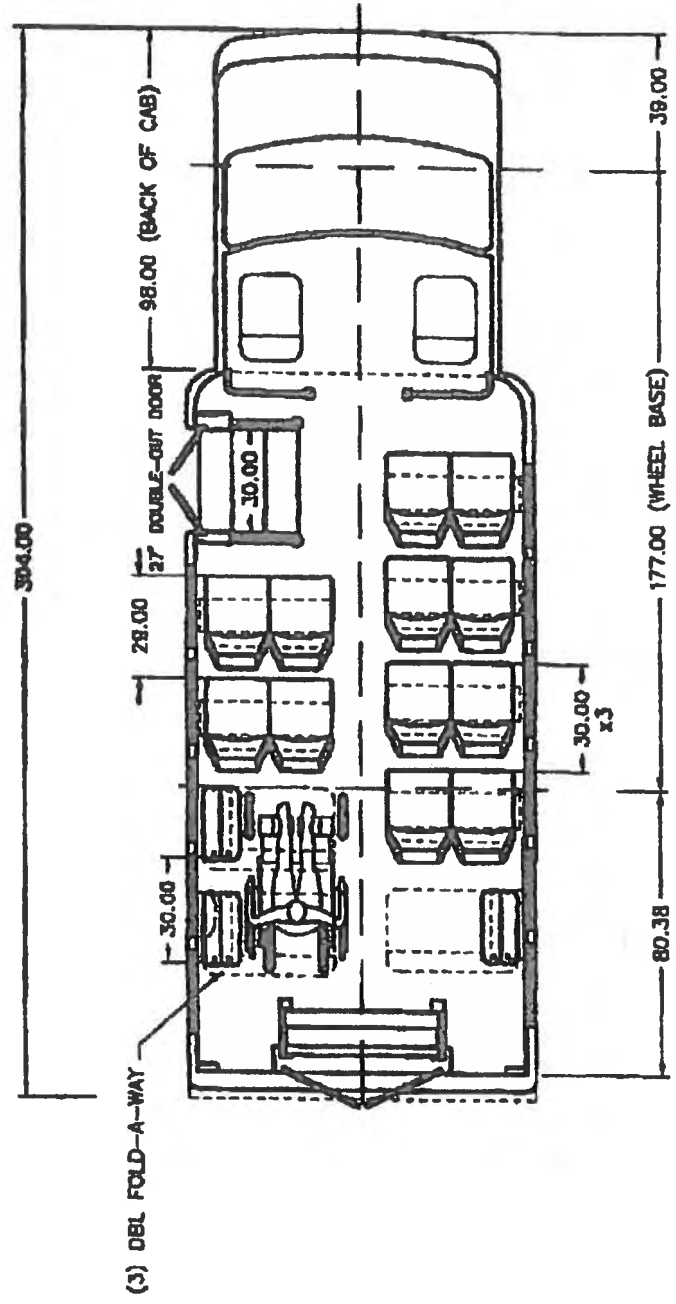
THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF ELDERADO NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR MODEL. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

REV	DATE	BY	DESCRIPTION	DWG
DRAWN BY EDM		DATE 		Eldorado National - California A TRUDY Company 9870 Caliente Street Roseville, CA 95678 Phone (916) 581-8881
REV. DATE BY 		APPROVED 		
NEXT ASSEMBLY 		SCALE 	TITLE 	SIZE
Dwg No. 		ELDERADO GLASS ENGINE SPEEDS 	MODEL 	Dwg No.
REVISIONS 		SHEET 	REV 	SHEET

CUSTOMER APPROVAL
APPROVED BY: _____
APPROVED DATE: _____

08/15/13

(18) PASS



St. Croix VITRAN Bus Shelter Inventory

Prepared by Keya Canaii, Coral Megahy & Lewis Phillip

Below is an inventory of all shelters on St. Croix utilized by VITRAN. In addition to minor repairs, shelters require lighting, regular cleaning and stationary trash receptacles. Note that trash in and around the shelters greatly contributes to roadside garbage. The Virgin Islands Department of Public Works in consort with Waste Management Authority must ensure that riders have a proper means of trash disposal to mitigate this problem.

1. Anna's Hope Westbound (Adjacent to VIDPW)

Construction Type:	Metal
Dimensions:	Width: 4'8" Length: 8' Height: 7'6 ½"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Replacement recommended.



2. Anna's Hope Eastbound (Adjacent to Anna's Hope Housing)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8' Length: 13'3" Height: 11'3"
Proximity:	Housing Community/ Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean -Add stationary trash receptacle



3. Beeston Hill Westbound (Approaching Beeston Hill Medical Center)

Construction Type:	Wooden
Dimensions:	Width: 9'11" Length: 16' Height: 7'4"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	No
Pedestrian Crossing:	Yes
Recommendations for Improvement:	- Clean -Replace roof/ paint. -Add lighting and stationary trash receptacle



4. Pueblo Golden Rock (Privately Owned)

Construction Type:	Concrete Masonry
Dimensions:	Width: 10' Length: 21'9" (including ramp) Height: 10'6"
Proximity:	Housing Community/ Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Add seating, lighting and stationary trash receptacle



5. Golden Rock Eastbound (Adjacent to Federal Court Bld)

Construction Type:	Concrete Masonry
Dimensions:	Width: 11'1" Length: 11'1" Height: 9'7"
Proximity:	Residential/ Commercial/ Government area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	- Clean and treat wood for termites -Add seating, lighting and stationary trash receptacle



6. La Grande Princess Eastbound (Alternative School)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6 1/2 "
Proximity:	Housing Community/ Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Cleaning -Add stationary trash receptacle



7. La Grande Princess Eastbound (Perpendicular to Gas City)

Construction Type:	Wooden
Dimensions:	Width: 8' Length: 16' 1" Height: 8' 10"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	No
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean, paint and replace roof -Add lighting, seating and stationary trash receptacle



8. La Grande Princess Eastbound (Adjacent to shuttered Elena Christian Junior High School)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8' 1" Length: 13' 3" Height: 11' 4"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Cleaning -Add lighting and stationary trash receptacle



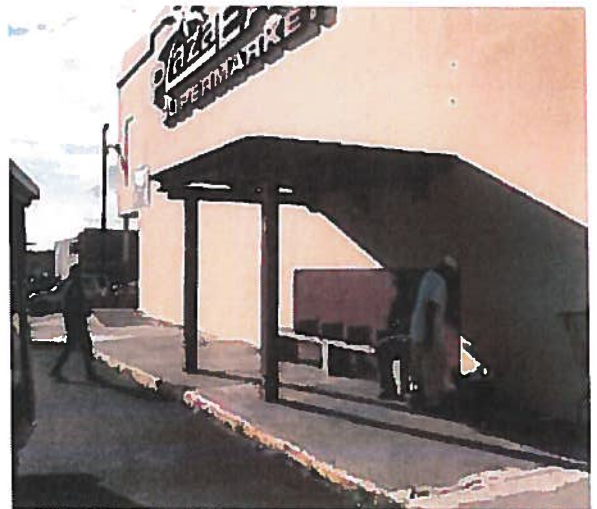
9. St. John's Eastbound (Perpendicular to Altona Baptiste Church)

Construction Type:	Wooden
Dimensions:	Width: 7'7" Length: 22'6" Height: 7'9 1/2 "
Proximity:	Residential/ Commercial Area
Handicap Ramp:	No
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean, paint and replace roof -Add stationary trash receptacle -Shelter currently below road, elevate for flooding



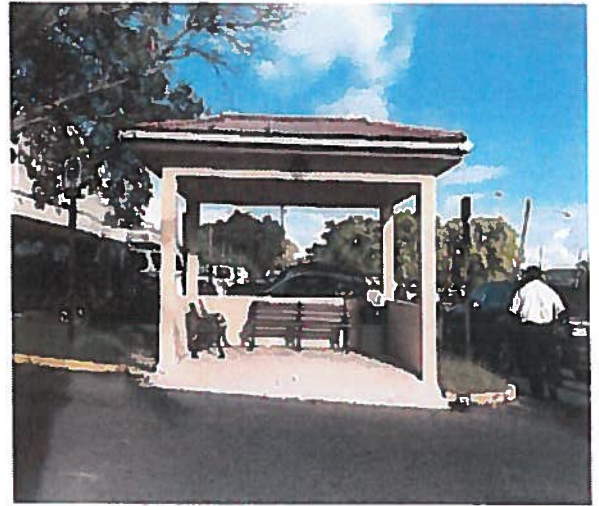
10. Plaza East (Privately Owned)

Construction Type:	Concrete Masonry
Dimensions:	Width: 10' Length: 11'3" Height: 8'11"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Add stationary trash receptacle



11. Governor Juan F. Luis Hospital

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8' Length: 13'3" Height: 11'4"
Proximity:	Residential/ Commercial/ Hospital Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Maintained by JFL. No recommendations.



12. Diamond Ruby

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8' Length: 13'3" Height: 11'4"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Add stationary trash receptacle



13. Barren Spot Westbound (Adjacent to Village Mall)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean -Add lighting and stationary trash receptacle



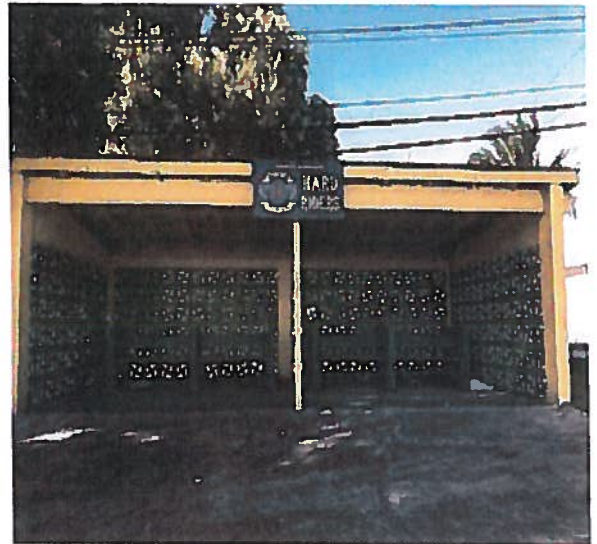
14. Strawberry Eastbound (Perpendicular to Village Mall)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



15. Sion Farm Eastbound (Adjacent to HH Tire Battery)

Construction Type:	Concrete Masonry
Dimensions:	Width: 12'5" Length: 24'3" Height: 8'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean -Add lighting and stationary trash receptacle



16. Kingshill Westbound (Adjacent to Central High School)

Construction Type:	Wooden
Dimensions:	Width: 8'5" Length: 24'4" Height: 13'
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean -Add lighting and stationary trash receptacle



17. Kingshill Eastbound (Perpendicular to Central High School)

Construction Type:	Wooden
Dimensions:	Width: 8'5" Length: 24'4" Height: 13'
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and paint -Add lighting and stationary trash receptacle



18. Kingshill Eastbound (Perpendicular to Superior Court)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



19. Bethlehem Westbound (Perpendicular to Castle Burke)

Construction Type:	Wooden
Dimensions:	Width: 13'3" Length: 21'3" Height: 12'5"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean, paint and replace roof beams -Add lighting



20. Bethlehem Eastbound (Adjacent to Castle Burke)

Construction Type:	Wooden
Dimensions:	Width: 14'11" Length: 40'3" Height: 14'
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and paint -Add lighting and stationary trash receptacle



21. University of the Virgin Islands Campus

Construction Type:	Metal
Dimensions:	Width: 4'8" Length: 8' Height: 7'6 1/2"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	No
Pedestrian Crossing:	No
Recommendations for Improvement:	-Add stationary trash receptacle



22. University of the Virgin Islands Westbound

Construction Type:	Concrete/ Wood
Dimensions:	Width: 19'8" Length: 20' Height: 13'7"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Remove wood/metal stump -Add stationary trash receptacle



23. Upper Love Eastbound (Adjacent to Department of Agriculture)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



24. Adventure Westbound (Adjacent to Paradise)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



25. Adventure Eastbound (Perpendicular to Paradise)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



26. Upper Love (Perpendicular to The Drive-Inn)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial/ Government Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



27. La Reine Village

Construction Type:	Metal/Wood
Dimensions:	Width: 11'8" Length: 27'3" Height: 10'9"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	No
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Level out base for handicap ramp -Add lighting and stationary trash receptacle



28. Mount Pleasant

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



29. St. Georges Eastbound

Construction Type:	
Dimensions:	Width: 13'4" Length: 21'4" Height: 14'
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Add lighting and stationary trash receptacle



30. Est. Diamond (Adjacent to Peace Officer Headquarters)

Construction Type:	Wooden
Dimensions:	Width: 9'6" Length: 6'1" Height: 7'4"
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	No
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and paint -Add lighting and stationary trash receptacle -Add layer of concrete for platform



31. Williams Delight Westbound (Adjacent to Sunshine Mall)

Construction Type:	Metal
Dimensions:	Width: 4'8" Length: 8' Height: 7'6 ½"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Add stationary trash receptacle



32. Williams Delight Westbound (Perpendicular to Sunshine Mall)

Construction Type:	Metal
Dimensions:	Width: 4'8" Length: 8' Height: 7'6 ½"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Add stationary trash receptacle



33. Whim (Adjacent to Whim Museum)

Construction Type:	Wooden
Dimensions:	Width: 11'2" Length: 19'1" Height: 10'
Proximity:	Residential/ Commercial Area
Handicap Ramp:	No
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Add stationary trash receptacle



34. Whim Gardens

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



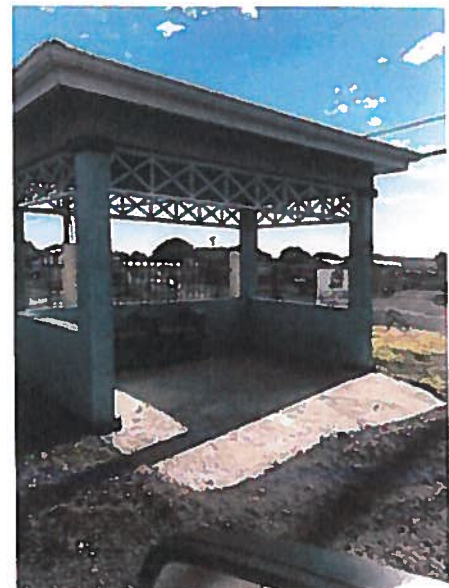
35. Campo Rico (Adjacent to Armstrong's Ice Cream Shop)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



36. Hannah's Rest (Perpendicular to VIPD's Main Office)

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



37. Claude O. Markoe

Construction Type:	Concrete Masonry (ARRA)
Dimensions:	Width: 8'1" Length: 13'3" Height: 11'6"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	Yes
Recommendations for Improvement:	-Clean and repair guttering -Add stationary trash receptacle



38. Harrigan (Adjacent to the US Post Office)

Construction Type:	Wooden
Dimensions:	Width: 6'4" Length: 15'6" Height: 12'5"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and repair guttering -Add lighting and stationary trash receptacle



39. Frederiksted King Cross Street

Construction Type:	Metal
Dimensions:	Width: 4'8" Length: 8' Height: 7'6 1/2"
Proximity:	Residential/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Add lighting and stationary trash receptacle



40. Frederiksted Emancipation Gardens

Construction Type:	Wooden
Dimensions:	Width: 8'8" Length: 21' Height: 14'
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and paint -Add lighting and stationary trash receptacle



41. Frederiksted Emancipation Gardens

Construction Type:	Wooden
Dimensions:	Width: 8'8" Length: 21' Height: 14'
Proximity:	Residential/ Government/ Commercial Area
Handicap Ramp:	Yes
Pedestrian Crossing:	No
Recommendations for Improvement:	-Clean and paint -Add lighting and stationary trash receptacle



St. Thomas/St. John VITRAN Bus Shelter Inventory

Prepared by James Smith and Keith Richards

Below is an inventory of all bus shelters on St. St. Thomas and St. John utilized by VITRAN. The inventory identifies the location, a description and general maintenance needs of each shelter. The inventory also includes recommendations for improvement of each shelter.

1. University of The Virgin Islands (U.V.I) Campus Entrance

Construction Type	Wooden structure, concrete slab.
Dimensions:	Width: 8'- 0 Length: 7'- ½"
Proximity:	University of the Virgin Islands / Athletic Field
A.D.A compliant:	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Shingles needs to be replaced, needs painting, currently maintained by U.V.I
Recommendations for Improvements:	Redesign with side panels, needs to be enclosed, needs SOLAR L.E.D lights. Needs stationary trash receptacle with daily collection and monitoring, make A.D.A. compliant from Shelter to bus.



2. Estate Bordeaux

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 16'- 8" Length: 8'- 9" Height: 12'- 10"
Proximity	Residential Community
A.D.A Compliant:	Yes
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, cleaning and regular pressure washing.
Recommendations for Improvements:	Needs stationary trash receptacle with daily collection and monitoring



3. Veterans Drive Nisky Center

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 21'- 3 ½ " Length: 9'- 0 " Height: 12'- 8"
Proximity	Commercial/Government/ Residential
A.D.A Compliant:	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, cleaning and regular pressure washing, guttering needs fixing.
Recommendations for Improvements:	SOLAR lighting not working, needs to be changed to L.E.D Make A.D.A. compliant from shelter to bus, needs stationary trash receptacle with daily collection and monitoring.



4. Contant Bus Terminal

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 21'- 10" Length: 7'- 10" Height: 12'- 5"
Proximity	Residential / Commercial
A.D.A Compliant	Yes
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, cleaning and regular pressure washing, shrubs need cutting on the sides and around the back, right side column needs repairs (plastering)
Recommendations for Improvements:	Needs stationary trash receptacle with daily collection and monitoring, solar lighting needs to be enhanced with L.E.D



5. Airport Road/Lindberg Bay Beach

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 17'- 0 Length: 7'- 4" Height: 11'- 0
Proximity	Commercial Business(Hotels) / Airport
A.D.A Compliant	No
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Needs painting, metal anchor brackets for roof needs treatment for rust.
Recommendations for Improvements:	Needs to be enclosed, needs stationary trash receptacle with daily collection and monitoring, make A.D.A compliant from shelter to bus.



6. Long Bay / Lovers Lane, West

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 17'- 0 Length: 7'- 4" Height: 11'- 0
Proximity	Commercial / Business (Marina) Residential
A.D.A Compliant	No
Pedestrian Crossing :	?
Maintenance and Repairs:	Needs painting, metal anchor brackets for roof needs treatment for rust, have regular lights in place, not working (No solar)
Recommendations for Improvements:	Needs to be enclosed, Needs L.E.D SOLAR lights, needs stationary trash receptacle daily collection and monitoring, make A.D.A compliant from shelter to bus.



7. University of the Virgin Islands (U.V.I) west

Construction Type	Iron poles, wooden roof, Concrete slab
Dimensions:	Width: 13'- 4" Length: 10'- 1" Height: ?
Proximity	University of the Virgin Islands / Gymnasium
A.D.A compliant	No
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Currently maintained by U.V.I
Recommendations for Improvements:	Needs to be enclosed /side panels, SOLAR L.E.D lighting is needed, make A.D.A compliant from shelter to bus.



8. Veterans Drive /Western Cemetery

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 23'- 10" Length: 8'- 0" Height: 12'- 8"
Proximity:	Residential/School/Western Cemetery
A.D.A compliant:	Yes
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs cleaning, painting and regular pressure washing, SOLAR not working, light and panel in place
Recommendations for Improvements:	SOLAR needs to be improved to L.E.D, needs stationary trash receptacle with daily collection and monitoring



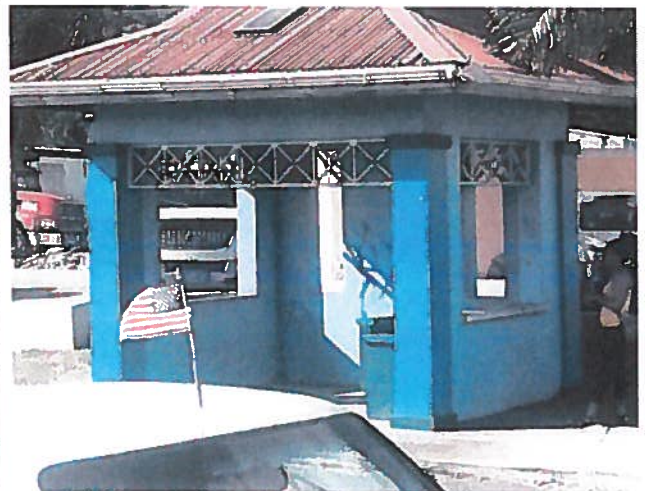
9. Julian Jackson Drive / Lower Contant

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 21'- 6 ¼ " Length: 7'- 9 ¼ " Height: 12'- 5"
Proximity	Commercial/ Light Residential
A.D.A compliant	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, cleaning and regular pressure washing
Recommendations for Improvements:	Needs stationary trash receptacle with daily collection and monitoring, Solar lights work, needs to be L.E.D, make A.D.A compliant from Shelter to Bus.



10. Veterans Drive- Frenchtown Post Office

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 10'- 8" Length: 8'- 8" Height: 12'- 10"
Proximity:	Commercial/Residential/Post Office/Ferry/Sea Plane
A.D.A compliant:	Yes
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, cleaning and pressure washing regularly, SOLAR light not working light and panel in place, guttering needs to be repaired
Recommendations for Improvements:	Needs stationary trash receptacle with daily collection and monitoring, solar needs to be L.E.D.



11. Veterans Drive-West

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 16'- 0 Length: 8'- 0 Height: 11'- 0
Proximity:	Commercial/Hotel/Ferry/Sea Plane
A.D.A compliant:	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs painting, pressure washing regularly, SOLAR lights not working, light and panel in place, metal anchor bracket for roof needs treatment for rust.
Recommendations for Improvements:	Needs to be enclosed with side panels, SOLAR needs to be L.E.D, needs stationary trash receptacle with daily collection and monitoring, needs guttering on roof, make A.D.A compliant from shelter to bus.



12. Veterans Drive- Middle

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 16'- 0 Length: 8'- 0 Height: 11'- 0
Proximity:	Commercial / Stores / Bank and Restaurants
A.D.A compliant:	No
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Needs painting, cleaning regular pressure washing, metal anchor brackets for roof needs treatment for rust, SOLAR light not working panel and light in place
Recommendations for Improvements:	Needs to be enclosed with side panels, needs guttering on roof, needs stationary trash receptacle with daily pickup and monitoring. Make A.D.A compliant from Shelter to BUS, L.E.D solar lights.



13. Veterans Drive – East

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 16'- 0 Length : 8'- 0 Height: 11'- 0
Proximity	Commercial / Fort Christian Parking Lot / V.I. Legislature
A.D.A compliant	No
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Needs Cleaning, regular pressure washing and painting, solar light missing panel in place, metal anchor brackets for roof needs treatment for rust.
Recommendations for Improvements:	Needs to be enclosed, needs L.E.D Solar lighting, make A.D.A compliant from shelter to bus, Stationary trash receptacle needed with daily pickup and monitoring, needs guttering on the roof



14. Winston Raymo Center

Construction Type	Concrete Masonry (ARRA)
Dimensions:	Width: 14' 1 ¼ " Length: 11'1" Height: 12'- 10"
Proximity	Recreational / Residential
A.D.A compliant	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs cleaning, regular pressure washing and painting, no solar lighting, guttering on the roof needs to be repaired
Recommendations for Improvements:	L.E.D solar lighting, make A.D.A compliant from shelter to bus.



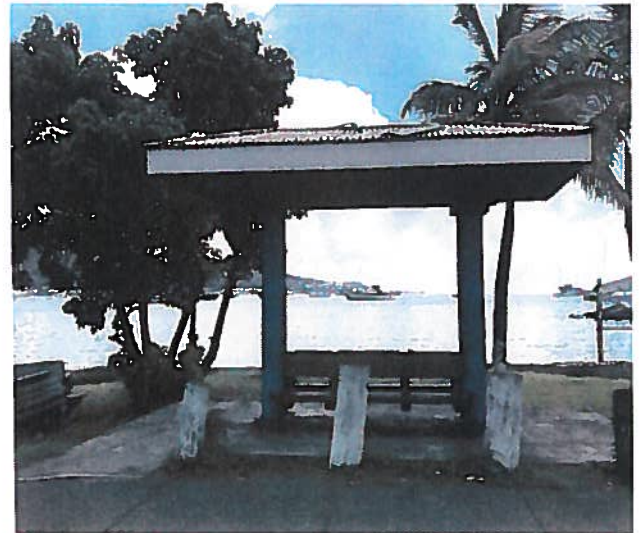
15. Long Bay / Lovers Lane, East

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 16'- 0 Length: 8'- 0 Height: 11'- 0
Proximity	Commercial / Residential
A.D.A compliant	No
Pedestrian Crossing :	No
Maintenance and Repairs:	Needs cleaning, regular pressure washing and painting, have Lights (not working) (not solar), metal anchor brackets for roof needs treatment for rust.
Recommendations for Improvements:	Needs L.E.D solar lighting, make A.D.A compliant from shelter to bus.



16. Veteran Drive V.I. Legislature

Construction Type	Concrete Masonry Columns, wooden bench
Dimensions:	Width: 16'- 0 Length: 8'- 0 Height: 11'- 0
Proximity	V.I. Legislature
A.D.A compliant	No
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Need cleaning, regular pressure washing and painting, solar panel and light is in place (not working), metal anchor brackets for roof needs treatment for rust.
Recommendations for Improvements:	Make enclosed, L.E.D solar lighting, Needs guttering on the roof, make A.D.A compliant from shelter to bus.



17. University of the Virgin Islands Golf Course

Construction Type	Wooden structure with shingles, concrete slab
Dimensions:	Width: 8'- 0" Length: 7'- ½" Height: ?
Proximity	U.V.I golf course
A.D.A compliant	Yes
Pedestrian Crossing :	Yes
Maintenance and Repairs:	Shingles needs replacing, needs painting, currently maintained by U.V.I
Recommendations for Improvements:	Enclosed (side panels), guttering on the roof, L .E.D solar lights



18. Patriot Manner

Construction Type:	Concrete Masonry (ARA)
Dimensions:	Width: 12'- 8" Length: 19'- 8" Height: 12'- 10"
Proximity:	Residential Development. (Neighborhood)
A.D.A Compliant:	Yes
Pedestrian Crossing:	No
Maintenance And Repairs:	Well maintained, currently maintained by Patriot Manner's grounds keeper, metal rebar protruding from left side of curb cut, steel rebar needs to be cut/removed, 2 feet of the left side of curb cut needs to be removed and replaced (Safety Hazard).
Recommendations for Improvements:	A.D.A access ramp needs to be widened, Needs stationary trash receptacle with daily collection and monitoring.



19. Oswald Harris Court (across from K-Mart Lockhart Garden) (STT.)

Construction Type	Concrete Masonry (AARA)
Dimensions:	
Proximity	Oswald Harris Court Route 33 across from K-Mart Lockhart Garden
ADA Compliant	Yes
Pedestrian Crossing :	Yes
Maintenance and Repairs	Provide Garbage receptacle; Coordinate maintenance with V.I Housing Authority
Recommendations for Improvements:	Shelter in good condition. Partially maintained by Housing Authority. Requires regular cleaning. Sidewalk should be constructed



20. Schneider Hospital (STT)

Construction Type	Concrete Masonry (AARA)
Dimensions:	12' 10" H 16' 10" W 9' 10" D
Proximity	Adjacent Schneider Hospital
Handicap Ramp	Yes
Pedestrian Crossing :	yes
Maintenance and Repairs	Replace solar lighting.
Recommendations for Improvements:	Requires regular maintenance.



21. Emile Francis Drive (Smith Bay 1) (STT)

Construction Type	Masonry
Dimensions:	20'2 ½" W 8'3" L
Proximity	N/W Coki Point Road Intersection
Handicap Ramp	No
Pedestrian Crossing :	No
Maintenance and Repairs	Requires regular maintenance, Cleaning and painting. No lights; provide garbage receptacle
Recommendations for Improvements:	Replace Shelter. Integrate as part of a neighborhood adoption program.



22. Emile Francis Drive (Smith Bay 2) (STT)

Construction Type	Masonry
Dimensions:	12' 10" H 16' 10" W 9' 10" D
Proximity	Adjacent to Richards (Smith Bay Ball Field/Emile Francis Drive)
Handicap Ramp	Yes
Pedestrian Crossing :	Yes
Maintenance and Repairs	Needs trash receptacle; Requires regular maintenance
Recommendations for Improvements:	Integrate as part of a neighborhood adoption program.



23. Nadir Bridge (STT)

Construction Type	Masonry
Dimensions:	20'8" W 15'6" L
Proximity	Nair Bridge Intersection
Handicap Ramp	No
Pedestrian Crossing :	No
Maintenance and Repairs	Shelter will be replaced when bridge projects resumes; Integrate into regular cleaning; provide garbage receptacle;
Recommendations for Improvements:	Replace and relocate shelter



24. Brookman Road (STT)

Construction Type	Masonry
Dimensions:	16'11" W 11'10 ½ L
Proximity	Estate Brookman
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repairs	Integrate into regular cleaning rotation; provide garbage receptacle;
Recommendations for Improvements:	Replace with modern shelter



25. Estate Frydenhoj (STT)

Construction Type	Masonry concrete
Dimensions:	12' 10" H 16' 10" W 9' 10" D
Proximity	Estate Frydenhoj adjacent to Ezra Frederick Ball Park
Handicap Ramp	Yes (blocked by guard rail)
Pedestrian Crossing :	No
Maintenance and Repairs	Integrate into regular cleaning rotation; provide garbage receptacle;
Recommendations for Improvements:	Requires regular maintenance; Remove portion of guardrail blocking handicap ramp



26. Sugar Bay Hotel (STT) (Privately-owned)

Construction Type	Wood Structure (temporary); built and maintained Sugar Bay Hotel
Dimensions:	
Proximity	Entrance adjacent to Sugar Bay Beach Resort
Handicap Ramp	No
Pedestrian Crossing :	No
Maintenance and Repair	Continued Maintenance by Resort while decided future status
Recommendations for Improvements:	Replace with permanent structure; Possible new modular system



27. Grumwald (STJ)

Construction Type	Metal Fiberglass Modular
Dimensions:	
Proximity	Above Sussanasberg landfill Route 10
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repair	Minimum maintenance; Regular cleaning;
Recommendations for Improvements:	Shelter should be replaced; Consider updated modular system



28. Susannaberg/Myrah Keating (STJ)

Construction Type	Concrete Masonry (ARRA)
Dimensions:	12'10" H 11' X 6' W
Proximity	Below Myrah Keating
Handicap Ramp	Yes
Pedestrian Crossing :	Yes
Maintenance and Repair	Good Condition; requires regular maintenance and repair; needs garbage receptacle
Recommendations for Improvements:	Include in contractual maintenance agreement



29. Salt Pond (East End STJ)

Construction Type	Metal Fiberglass Modular
Dimensions:	
Proximity	East End Salt Pond
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repair	Minimum maintenance; Regular cleaning; provide garbage receptacle
Recommendations for Improvements:	Shelter should be replaced; Consider updated modular system



30. Hard Labor (STJ)

Construction Type	Concrete Masonry
Dimensions:	12'10" H 11' X 6" W
Proximity	Route 107
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repair	Requires regular maintenance; needs painting; Provide garbage receptacle
Recommendations for Improvements:	Incorporate into contractual maintenance agreement



31. Emmaus (Coral Bay STJ)

Construction Type	Concrete Masonry
Dimensions:	12'10" H 11' X 6" W
Proximity	Triangle
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repair	Requires routine maintenance and repair; needs painting
Recommendations for Improvements:	Incorporate into contractual maintenance agreement



32. George Simmonds Terrace (STJ)

Construction Type	Concrete Masonry
Dimensions:	12' 10" H 16' 10" W 9' 10" D
Proximity	Estate Adrian
Handicap Ramp	Yes
Pedestrian Crossing :	No
Maintenance and Repair	Requires regular and routine maintenance; needs garbage receptacle
Recommendations for Improvements:	Incorporate into contractual maintenance agreement



33. Contant Hill (STJ)

Construction Type	Concrete Brick
Dimensions:	
Proximity	Route 104
Handicap Ramp	NO
Pedestrian Crossing :	No
Maintenance and Repair	Poor condition; Clean and paint while waiting for disposition; provide garbage receptacle
Recommendations for Improvements:	Replace with new shelter system



34, Pastory (STJ)

Construction Type	Masonry Brick
Dimensions:	
Proximity	Old Jehovah Witness
Handicap Ramp	No
Pedestrian Crossing :	no
Maintenance and Repair	Poor condition; Clean and paint; Demolish asap
Recommendations for Improvements:	Replace ASAP; Consider new modular system



35. Tutu Valley (STT)

Construction Type	Concrete Masonry
Dimensions:	10' 4" H 21' 6" W 7' 9" D
Proximity	Below Valley Basketball Court
Handicap Ramp	Yes
Pedestrian Crossing :	no
Maintenance and Repair	Required routine maintenance; provide garbage receptacle
Recommendations for Improvements:	Develop upgrade design and renovation



[VERSION:2/20/2019]

INSTRUCTIONS FOR PROFESSIONAL SERVICES CONTRACT:

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 which require changes. Upon updating the required sections, please change the font color to black. DO NOT SUBMIT CONTRACTS 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];

Please only select the clause that is applicable to the particular contract.

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.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT 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 business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert SUMMARY SCOPE OF SERVICES], which duties and responsibilities are more particularly described in Addendum I (Scope of Work) 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

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of **one (1) additional 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)**

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from **February 1, 2019** to **January 31, 2020**. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional 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)

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 [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 N/A (\$ N/A).

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.

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 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, 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.

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.

4. 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.

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;
 - (iii) 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
 Anthony D. Thomas
 Commissioner Nominee
 Department of Property and Procurement
 8201 Sub Base, Suite 4
 St. Thomas Virgin Islands 00802

[NAME & TITLE]
 [USER AGENCY]
 [AGENCY’S PHYSICAL ADDRESS]
 [AGENCY’S MAILING ADDRESS]
 [CITY. STATE. ZPP CODE]

CONTRACTOR
 [NAME]
 [TITLE]

[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

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

24. 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 are listed in this section that are made a part of this contract)

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. (Only insert if Contract involves federal funds)

26. 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.

27. 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)**

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

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 (\$1,000,000.00)** for anyone per occurrence for death or personal injury and **one million dollars (\$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 by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).**
- (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 (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. **(Insurance limits may be reduced by making a formal request to DPP, however, insurance limits cannot be less than the total compensation value of the contract).**
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

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

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE] Date

[USER AGENCY]

Anthony D. Thomas, Commissioner Nominee Date

Department of Property and Procurement

CONTRACTOR

[NAME] [TITLE] _____ Date _____

[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO.

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 _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement



Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.774.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



April 25, 2019

AMENDMENT #1 – RFP-018-T-2019 (P) Provide a revenue generating Advertising & Marketing Service for the Department of Public Works Transit System (VITRAN) in the U.S. Virgin Islands

DELETE: **Old Sample Professional Services Contract**

INSERT: **Revised Sample Professional Services Contract**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH THEIR BID PROPOSAL.

[VERSION:4/23/2019]

INSTRUCTIONS FOR PROFESSIONAL SERVICES CONTRACT:

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 which require changes. Upon updating the required sections, please change the font color to black. DO NOT SUBMIT CONTRACTS 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];

Please only select the clause that is applicable to the particular contract.

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.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT 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 business license] (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

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of **one (1) additional 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)**

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from **February 1, 2019** to **January 31, 2020**. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional 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)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [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 N/A (\$ N/A).

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.

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 servants, 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.

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.

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.

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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.

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 - (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.

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

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]
[USER AGENCY]
[AGENCY’S PHYSICAL ADDRESS]
[AGENCY’S MAILING ADDRESS]
[CITY. STATE. ZIP CODE]

CONTRACTOR

[NAME]

[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

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

24. 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 are listed in this section that are made a part of this contract)

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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. (Only insert if Contract involves federal funds)

26. 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.

27. 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)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

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 (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$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 (\$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.

[INTENTIONALLY LEFT BLANK]

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

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE] Date _____

[USER AGENCY]

Anthony D. Thomas, Commissioner Nominee Date _____

Department of Property and Procurement

CONTRACTOR

[NAME] [TITLE] Date _____

[NAME OF COMPANY]

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

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 _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement

RFP No. _____
Contract No. _____

Contractor's Initials: _____