



**VIRGIN ISLANDS GOVERNMENT
HOSPITALS AND HEALTH FACILITIES CORPORATION**



No. 4007 Estate Diamond Ruby
Christiansted, St. Croix, US Virgin Islands 00820-4421

**Request for Proposals – Negotiation
Professional Services – ESRD Hemodialysis**

Date: October 13, 2020

GHHFC-RFP-2020-001

Pursuant to section 245a of Title 19 of the Virgin Islands Code, the Virgin Islands Government Hospitals and Health Facilities Corporation shall receive proposals for the services described in this solicitation. Proposals shall be received no later than **Tuesday, November 10, 2020 at 4:00 p.m.** Atlantic Standard Time.

I. GENERAL INFORMATION ABOUT THIS SOLICITATION

A. PURPOSE

The Virgin Islands Government Health and Hospital Facilities Corporation is seeking formal proposals from qualified providers and organizations interested in providing outpatient and limited inpatient End Stage Renal Disease (“ESRD”) Hemodialysis patient care services in the Virgin Islands to either or both the St. Croix and St. Thomas/St. John districts.

A **Scope of Services** is attached as **Appendix I** and incorporated as part of this solicitation. Respondents may submit proposals to provide services for the St. Croix district only, for the St. Thomas/St. John district only, or for both districts, as more fully described in Sections I.A. & B. and IV.A. & B. of the Scope of Services set forth in **Appendix I** hereto.

B. ABOUT THE GHHFC

The Virgin Islands Government Hospitals and Health Facilities Corporation (which may hereinafter be referred to as “GHHFC”) is a body corporate and politic constituting a public benefit corporation of the Government of the Virgin Islands and established under the provisions of Chapter 16 of Title 19 of the Virgin Islands Code, whose statutory purposes include the provision of quality, comprehensive health care through the efficient management of hospitals and health facilities as well as determination of major health care services to be provided in each district and

elimination of duplication of major services and specialties in order that limited resources are used to maximize a diversity of services throughout the Territory of the United States Virgin Islands. Among other powers, GHHFC is statutorily authorized to manage, operate, superintend, control, and maintain the hospitals and health facilities of the Government of the Virgin Islands in partnership with the Government, and to provide health and medical services for the public directly or by agreement or lease with any person, firm, or private or public corporation or association, through and in the health facilities managed by the corporation.

Relevant health care facilities under the jurisdiction of the GHHFC include the Juan F. Luis Hospital & Medical Center on St. Croix and the Schneider Regional Medical Center (which includes the Roy Lester Schneider Hospital on St. Thomas and the Myrah Keating Smith Community Health Center on St. John).

II. SUBMITTAL AND EVALUATION OF PROPOSALS

A. NEGOTIATION PROCEDURES

The GHHFC shall appoint a Selection Committee to assist in the evaluation and selection process. To be considered for an award, a submission must be responsive, and the respondent submitting it must be responsible. Prior to determination of any award, a respondent may be required to make one or more written or oral presentation(s) to clarify any portion of their proposal or qualifications or to further describe how the service requirements set out in the Scope of Services shall be accomplished.

After reviewing the proposals and qualifications the Committee shall select for discussions from the firms or persons, in order of preference, those firms or persons deemed to be most highly qualified to provide the requested services. Discussions shall be conducted successively and severally with the firms or persons so selected on their anticipated plan for furnishing the services hereunder.

The Selection Committee shall then make a recommendation to the GHHFC of the highest qualified proposal(s) to carry out the Scope of Services, which shall consider the recommendation and upon approval, shall authorize the Chair to conduct negotiations. Should the Chair be unable to negotiate a satisfactory agreement with a respondent(s) selected as the most qualified by the GHHFC, at a price and upon terms the Chair determines to be fair and reasonable, then negotiations shall be terminated and shall continue with next qualified respondent until an agreement is reached.

B. EVALUATION CRITERIA

In order to identify the submission most advantageous to the interests of the GHHFC, the Government of the Virgin Islands and the people of the Territory, with quality offered, performance and service reputation taken into consideration, proposals will be evaluated according to the following selection criteria and corresponding weights:

CRITERIA	WEIGHT
Previous and current Experience in Hemodialysis Services	25%
Demonstrated record of Quality of Patient Care and Patient Satisfaction	25%
Demonstrated ability to recruit & retain team members and physicians	15%
Financial viability and organizational resources	25%
Accreditation	10%
TOTAL	100%

While GHHFC reserves the right to waive minor irregularities which do not materially affect the overall submission, respondents are advised that material deviations from the requirements of this solicitation may result in disqualification of the submission as nonresponsive.

C. TIMETABLE INCLUDING DUE DATE FOR PROPOSALS

The following schedule of critical dates shall govern this solicitation:

ITEM	DATE
Deadline for Submission of Questions and Requests for Clarification	October 27, 2020
Addendum or Modification to Solicitation Posted on or before	November 2, 2020
Roy Lester Schneider Hospital Site Visit (Mandatory for Respondents submitting proposal for on-site facility in St. Thomas District – see information provided at Appendix I , Section IV.B.)	Date TBD prior to November 2, 2020
PROPOSALS DUE by 4:00 p.m. Atlantic Standard Time on	November 10, 2020
Proposal Opening and Commencement of Review Process	November 12, 2020

D. CHANGES TO SOLICITATION

Changes to the solicitation shall be posted on the Juan F. Luis Hospital & Medical Center website (<http://jflusvi.org/>) and on the Schneider Regional Medical Center website (<https://www.srmedicalcenter.org/>) as an Addendum or Modification and shall become effective upon posting.

E. PROCEDURE FOR QUESTIONS AND REQUESTS FOR CLARIFICATION

This solicitation is being made through a public solicitation process, and therefore no in-person or telephone inquiries regarding it may be made or shall be accepted. To ensure fairness to all interested respondents, all questions or requests for clarification regarding this solicitation are required to be submitted in writing. Responses to all questions and requests for clarification

regarding this solicitation will then be posted on the Juan F. Luis Hospital & Medical Center website (<http://jflusvi.org/>) and on the Schneider Regional Medical Center website (<https://www.srmedicalcenter.org/>) as a Modification for review by all bidders and interested parties. Written questions or requests for clarification should reference GHHFC-RFP-2020-001 and may be submitted by letter or e-mail, transmitted as follows:

by mail to: Helen Danielson
Government Hospitals and Health Facilities Corporation
Board Office Room 2282
4007 Estate Diamond Ruby
St. Croix, US Virgin Islands. 00820

or by email to: hdanielson@jflusvi.org

F. DELIVERY OF PROPOSALS

Respondents shall submit their proposals in both hard copy and electronic format as follows:

- 1. Hard Copy:** Respondents shall submit two (2) original and complete proposals to:

Virgin Islands Government Health and Hospital Facilities Corporation
Attention: Helen Danielson
Board Office Room 2282
No. 4007 Estate Diamond Ruby
Christiansted, St. Croix, USVI 00820

- 2. Electronic Submission:** In addition, a complete copy of each proposal shall be submitted electronically in pdf format to:

hdanielson@jflusvi.org

The subject line of the email should be: [respondent name] - GHHFC-RFP-2020-001 - ESRD Hemodialysis Proposal

G. PROPOSAL FORMAT

Proposals shall be in an 8½ x 11 inch format with 1 inch margins and numbered pages, in black 12-point Times New Roman font or other standard 12-point font of equivalent readability. Proposals shall include a cover page entitled “GHHFC-RFP-2020-001 - ESRD Hemodialysis Proposal” with the full name and address of the respondent and the date of the submission. The required elements referred to in Section H below (Transmittal Letter, Executive Summary, Technical Proposal and Financial Proposal) should be clearly labeled.

H. CONTENT OF PROPOSALS

Each proposal should clearly specify whether it is for the St. Croix district, the St. Thomas/St. John district, or both, and whether it is for provision of immediate/interim need services (*see* Section I.A. of **Appendix I**) or permanent long term need services (*see* Section I.B. of **Appendix I**) or both. Alternative proposals must be clearly identified and may be submitted as more fully provided herein.

To be considered responsive, all submissions must include a **(1)** Transmittal Letter, **(2)** Executive Summary, **(3)** Technical Proposal and **(4)** Financial Proposal, as more fully described below and containing the following information and documentation:

1. **Transmittal Letter**: A dated letter on the respondent's letterhead, signed by an individual authorized to speak for the respondent and to bind the organization, certifying acknowledgement and compliance with the terms, conditions and specifications of this solicitation as stated herein and in any Addendum or Modification, and describing the respondent and its operations, as follows:
 - a. Information regarding the entity, including:
 - i. The full legal name and type of entity (for example, corporation, LLC, sole proprietor, partnership, joint venture, nonprofit organization, etc.);
 - ii. Physical and mailing addresses;
 - iii. Date and place of formation of the entity;
 - iv. For entities doing business in the Virgin Islands, copies of all relevant Virgin Islands business licenses, along with proof of Good Standing and Qualification to Do Business in the Virgin Islands (attaching a copy of each document constituting such proof);
 - v. For nonprofit entities, proof of nonprofit status;
 - vi. For joint ventures and partnerships, names and addresses of all partners;
 - b. Names and titles of the persons charged with management of the entity;
 - c. The name(s) and title(s) of the person(s) having actual legal authority to enter into contracts on behalf of the entity (as evidenced by a corporate resolution, certificate of incumbency or other appropriate signatory documentation);
 - d. Organizational chart with names and titles showing management structure of the respondent organization;
 - e. Highlights of the respondent's relevant qualifications and ability to perform the Scope of Services set out in **Appendix I**;
 - f. The name, title, and contact information of the person assigned to respond to any questions about the proposal;
 - g. If applicable, the name, tribunal and case number or all court proceedings, civil or criminal, and all administrative actions or proceedings brought against the

- ii. At least three references;
- iii. Listing of locations where relevant services are currently being provided (including addresses, contact information, and ESRD patient volumes);
- iv. The last four quarters of Core Measure results for services currently provided at other locations by the respondent;
- v. The most recent six (6) months of patient satisfaction scores for services provided at other locations by the respondent, experience and accomplishments in reaching high patient satisfaction;
- vi. Specific significant accomplishments achieved during the most recent twelve (12) month period at respondent's existing locations;
- vii. Experience and accomplishments in meeting and exceeding CMS and other accreditation agency standards;
- viii. Experience and accomplishments in continually improving equipment, facilities, supplies and teams; and
- ix. Resources available for performance of the Scope of Services.

c. Patient Care and Management

Plan for delivery of the ESRD treatments set forth in the Scope of Services in order to meet and exceed CMS and other relevant standard of care requirements, including but not limited to:

- i. Proposed transition of patients (in-patient and out-patient); and
- ii. Proposed and/or existing arrangements for coordination of services and exchange of information with other health care providers and GHHFC facilities.

d. Proposed Timetable for Commencement of Services

As set forth in Section I of the Scope of Services attached hereto as **Appendix I**, a respondent may submit a separate proposal encompassing either the immediate/interim need (*see* Section I.A.) and permanent long term need (*see* Section I.B.) or one proposal encompassing both needs. All proposals must include a mobilization timetable and a complete description of the particulars of the proposed solution, with reference to the requirements of the Scope of Work.

e. Proposed Assurances for Continuance of Services During the Term

Because of the vital need for continuous availability of local hemodialysis treatment and the obvious logistical difficulties of travelling outside the Territory to access needed services, there is a compelling need to ensure uninterrupted hemodialysis availability during the term of any agreement. Respondents must accordingly include a proposed mechanism to assure the continuous provision of services, such

as a performance bond, letter of credit, personal guaranty, or other appropriate performance security.

4. Financial Proposal:

Respondents are invited to formulate and propose a financial structure which will support the provision of services hereunder. It is anticipated that such a structure might include the following examples, which are provided by way of illustration, but are not intended to limit the possible financial and organizational structures which may be proposed in response to this solicitation:

- a standard professional services agreement based on a per patient fee structure or upon a fixed or percentage fee arrangement, or a combination of the foregoing;
- a public-private partnership arrangement, with or without an expectation of tax benefits or related incentives (such as those which might be available to certain nonprofit organizations, to a for-profit entity engaged in delivering specialty medical services as provided in Chapter 12 of Title 29 of the Virgin Islands Code, or otherwise); and
- an entity of project funded by federal grants, cooperative agreements or other funding sources.

Respondents proposing a structure falling within the second two examples above must specifically address and document their eligibility for any proposed tax benefits or related incentives or federal funding which are included as part of their proposal. GHHFC does not in any way warrant the availability of any such benefits, incentives or funds, nor does it make any representation as to the eligibility requirements or criteria for obtaining such benefits, incentives or funds, and any assumptions based on obtaining such benefits, incentives or funds should be based on the opinions and advice of respondent's own independent legal and financial advisors.

The Financial Proposal shall include the following:

- a. Financial Plan, Including Term Sheet and Narrative:** A separate financial proposal must present a concise plan, including a detailed term sheet and narrative describing the terms and conditions of the proposed financial structure for delivery of services hereunder in sufficient detail to allow for comparison with other proposals, analysis of costs, and evaluation of financial feasibility. Respondents may present alternative proposals for consideration. All assumptions and variables must be stated, and all proposed funding sources, whether private or public, must be identified and quantified. Proposals should also address the following:
 - i.** The cost, if any, of the proposal to GHHFC, with full particulars;
 - ii.** The capital investment, if any;

- iii. The use and allocation of private insurance funds, Medicare and Medicaid, and provision for handling uncompensated care issues;
 - iv. The financial viability of respondent and ability to deliver services in a dependable and uninterrupted manner, and respondent's ability to provide tangible assurances of no lapse and no reduction in amount or quality of future services; and
 - v. Proposed Renal Hemodialysis Fee Schedule.
- b. **Proof of Financial Status:** The respondent must attach its financial statements, preferably audited, for the past two (2) consecutive years, along with any monthly or quarterly financial statements prepared since the end of the period covered by the most recent annual statement, along with respondent's most recent federal (or Virgin Islands) tax return.

I. NO COMMITMENT OR OBLIGATION TO MAKE AWARD

This solicitation does not commit or obligate GHHFC to select any proposal, request oral presentations, request additional information, negotiate an agreement, or make any award. GHHFC reserves the right to accept or reject any or all submittals received, or any part of them, and to cancel or modify the solicitation whole or in part.

J. DISCLOSURE

Proposals submitted in response to this solicitation shall be reviewed by members of the Selection Committee and relevant staff along with the GHHFC board, and shall also be subject to public disclosure to the extent the same may be mandated or otherwise provided or allowed by law. Submitting a response to this solicitation and signing the certification referred to in Section H.1. above shall be deemed a consent to such disclosure and GHHFC shall not be liable under any circumstances for the disclosure of material submitted to it pursuant to this solicitation or upon a firm's selection. Notwithstanding the foregoing, a respondent may specifically include section entitled "Confidential, Proprietary Information or Trade Secrets" indicating the exact location in the proposal of particular information claimed to be confidential or proprietary or to constitute trade secrets, with a justification of why such material, upon request, is not subject to general public disclosure, and shall provide for such information to be easily separable from the non-confidential or non-proprietary sections of the proposal.

K. CONDITIONS

Any award hereunder shall be conditioned upon the following:

1. **Compliance with Law:** Compliance with all applicable local and federal laws, rules and regulations, including without limitation all laws, rules and regulations governing performance and delivery of the Scope of Services as well as those governing authority to

- do business in the Territory and taxation.
2. **Funding:** Any award hereunder is subject to the availability of funding and the ratification or approval of the GHHFC or other governmental or regulatory authorities as may be required under the circumstances.
 3. **Licensing:** Proof of all licenses, permits and other approvals required to undertake the Scope of Services shall be provided prior to commencement.
 4. **Formation, Good Standing, and Signatory Authority:** Submission of proof of valid formation, organization and good standing of the contracting entity as well as proof of the legal authority of the designated signatory or signatories to bind the entity shall be required prior to the execution of any agreement.
 5. **Insurance:** Proof of required insurance shall be provided prior to commencement.
 6. **Agreement to Standard Contract Terms:** As a condition of any award hereunder, a respondent shall be required and expected to execute a standard format GHHFC contract, modified as applicable to this transaction, subject to the terms and conditions of this solicitation and upon such terms and conditions as may be appropriate under the circumstances, containing standard required clauses, representative samples of which are set forth in **Appendix II**, which is attached and incorporated herein. Submission of a proposal signifies to GHHFC the respondent's intention to compete for the award of a contract containing such standard clauses, terms and conditions as provided herein. In the event the services hereunder are funded in whole or in part by federal funds, any agreement shall be subject to the terms and conditions of such funding and shall contain such provisions and clauses as may be required or warranted as a result of such funding.

APPENDIX I **SCOPE OF SERVICES**

I. TIMETABLE FOR PROVISION OF SERVICES

The GHHFC seeks one or more proposals to provide the services set forth herein on an immediate/interim basis and on a permanent long term basis, as follows:

- A. Immediate/Interim Need:** Over the short term, there is an immediate need for a rapid mobilization solution for delivery of ESRD services in both districts. GHHFC seeks proposals which provide immediate mobilization for delivery of services for a one (1) year term.

- B. Permanent Long Term Need:** Over the long term, GHHFC is desirous of establishing a stable, dependable, and reliable hemodialysis treatment system with the financial and operational capabilities to provide uninterrupted services at all times, including in the aftermath of windstorms and other disasters. GHHFC seeks proposals to deliver services for an initial term of five (5) years, with one or more renewal options.

While GHHFC would prefer a one-provider solution for both of the above needs, respondents interested in fulfilling only one of the above-listed needs may submit a proposal limited to that need provided that it include an appropriate transition plan. Proposals encompassing both of the above-listed needs shall be broken down to clearly delineate the particulars of each phase of the proposal, including the timeframe and financial structure of each phase and any difference in services or staffing for each.

II. GENERAL PARAMETERS, GOALS AND OBJECTIVES

All proposals are required to address and embrace critical community values. In practice, this means achieving best possible outcomes for patients including:

- Treatment provided to all members of the community regardless of their ability to pay including the uninsured, the underinsured, the indigent, and the undocumented;
- Exceptional, quality individualized healthcare;
- Increasing and improving the accessibility and availability of services, including, but not limited to introducing new modalities, ensuring ADA compliance, regular consistent hours of operation, a waiting area for patients, and services offered at an area accessible to public transportation;
- Increasing the speed and equity of services;
- Transparency in the delivery of services and reporting to the federal and local oversight and regulatory entities;

- Collaboration with GHHFC to drive better patient outcomes; and
- Delivering safe, quality patient care consistent with all federal and territorial regulations and requirements of accrediting bodies.

III. DESCRIPTION OF BASIC SERVICE REQUIREMENTS

The service provider shall provide high quality hemodialysis care services that meet all of the requirements of Renal Network 3, the Joint Commission (“TJC”), and the Centers for Medicare & Medicaid Services (“CMS”), without interruption. All staff and personnel shall be properly trained and duly qualified. The service provider shall perform and manage outpatient dialysis and end stage renal disease (ESRD) utilizing “evidence based practices” and “best practices” as identified and required by CMS, TJC, Virgin Islands licensing requirements, and community standards of care subject to the following requirements:

- Acceptance of all payor mixes;
- Services to the outpatient population currently served by GHHFC;
- Conformity with the Quality Incentive Program (QIP) required by CMS that adjusts payment rates to individual facilities based on how well they meet specified performance standards;
- Electronic medical record use and capability to ensure transfer data to GHHFC as directed; and
- Conformity with any other required standards from CMS and any other applicable accreditation bodies as well as applicable requirements of Virgin Islands or federal law or regulation.

The service provider shall provide all equipment, staff, personnel, training, pharmaceutical equipment, consumables and supplies to deliver the required services as set forth in this Scope of Services. The service provider facility and equipment shall meet the following general requirements:

- Adequate equipment to provide the required services including maintenance of agreements for the prompt servicing of all equipment;
- A safe water supply through the use of a dual reverse osmosis water system; and
- Central delivery dialysate concentrate system.

IV. PATIENTS AND LOCATIONS

A. St. Croix District

The Juan F. Luis Hospital & Medical Center ESRD Hemodialysis unit currently serves approximately 42 outpatients on a Monday through Saturday basis on St. Croix.

The solicitation seeks a proposal for the delivery of services in an off-site facility provided by the service provider which meets all applicable building codes and FEMA safe room criteria for wind and impact resistance in the event of a major hurricane, and which offers backup communications, power generation and supply stockpiling for emergencies. The St. Croix facility shall have the capacity to serve a minimum of 50 patients, and proposals shall include a plan for providing patient care during and after a natural disaster.

B. St. Thomas/St. John District

GHHFC's ESRD Hemodialysis unit currently serves approximately 70 outpatients on a Monday through Saturday basis on St. Thomas in a designated area of the Roy Lester Schneider Hospital.

The solicitation seeks a proposal for the delivery of services either in: (i) an off-site facility provided by the service provider which meets all applicable building codes and FEMA safe room criteria for wind and impact resistance in the event of a major hurricane, and which offers backup communications, power generation and supply stockpiling for emergencies; or (ii) in an on-site facility on the premises of the Roy Lester Schneider Hospital. The St. Thomas facility shall have the capacity to serve a minimum of 80 patients, and proposals shall include a plan for providing patient care during and after a natural disaster. Respondents may present alternate St. Thomas proposals for an off-site facility and for an on-site facility, and are strongly encouraged (but are not required) to also present a supplemental or alternate proposal for a facility providing at least one (1) chair located on the island of St. John.

There will be a **mandatory Site Visit** for all Respondents who intend to submit a proposal for an on-site facility on the premises of the Roy Lester Schneider Hospital on the date and time as indicated or listed in the "Timetable Including Due Date for Proposals" appearing at Section II.C. on page 3 of this solicitation.

V. OTHER REQUIREMENTS

A. Regulatory Matters

The service provider shall ensure compliance with the following requirements at all times:

- Continuously maintain the Quality Insights Renal Network 3 quality indicators and standards (www.qirn3.org); and
- Maintain all pertinent licenses and certifications, separate and apart from GHHFC, including but not limited to National Provider Identifier (NPI), Provider Transaction Access Number (PTAN), and necessary employer identification numbers as well as local licensing documentation.

B. Management and Recordkeeping

The service provider shall provide daily senior and frontline management of systems and resources to deliver services including properly maintained and updated:

- Charging, billing and collections;
- Operational Manuals;
- Compliance Manual;
- Infection Control Manual;
- Patient Management Manual;
- Personnel Manual;
- Hemodialysis Policy and Procedure Manual;
- Peritoneal Dialysis Policy and Procedure Manual;
- Inventory Management Manual;
- OSHA Manual;
- Master File Manual;
- Hazardous Communication Manual;
- Technical Manual;
- Water Treatment Manual;
- Reuse Manual;
- Social Service Plan
- Process Improvement Plan; and
- Monthly QAPI Plan and Reports.

The above items shall be provided to GHHFC for inspection upon request, and shall be made available to regulatory bodies as required.

C. Support and Administrative Services

The service provider shall provide adequate administrative staffing and resources for the following key areas:

- Contract negotiations;
- Supply negotiations;
- Recruitment and retention of locally licensed registered nurses, physicians, technicians and other team members in conformity with local labor laws;
- Compliance and reporting to CMS and its designee organizations including Quality Insights Network 3;
- Orientation and training of team members;
- Patient care management;
- Process Improvement and outcomes management, including nutritional assessment and

- care planning of the ESRD patient;
- Compliance with CMS and TJC Conditions of Participation and Standards of Care
- Compliance with relevant local and federal regulatory and licensing laws;
- Quality assurance programming;
- Business development services;
- Provision of opportunities to local and/or low to moderate income and/or Minority and Women Owned Business Enterprises (M/WBE) as applicable;
- Internal patient advocates, patient rights management and patient grievance processes as required by regulatory bodies;
- Patient advocacy support group communication and
- Operational manuals, work plans and programs.

D. Insurance Coverage

The service provider shall pay all premiums for and maintain in effect, with a responsible insurance company or companies acceptable to the GHHFC and authorized to do business in the Territory, policies of insurance in a form acceptable to the GHHFC for the benefit of the GHHFC and the service provider, as their interests may appear, for the following types of insurance with minimum amounts as indicated:

1. Workers' Compensation in an amount and type specified by the laws of the Territory;
2. Commercial General Liability insurance, with coverage on an occurrence basis, for (a) any occurrence resulting in bodily harm and personal injury to or the death of any person(s) and consequential damages arising therefrom and (b) property damage with coverage for bodily harm and personal injury being in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, and coverage for property damage being in a sum of at least Five Hundred Thousand Dollars (\$500,000.00), with One Million Dollars (\$2,000,000.00) general aggregate, and naming GHHFC as an additional insured; and
3. Such other types of insurance and such additional amounts of insurance as, in the GHHFC's judgment are necessitated by good business practice, which may include but not be limited to automobile/vehicle liability for all owned, hired, and non-owned automobiles in an amount of at least Five Hundred Thousand Dollars (\$500,000.00) combined single limit, and naming GHHFC as an additional insured as applicable.

APPENDIX II
STANDARD SAMPLE CONTRACT CLAUSES

PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to contractors doing business in the United States Virgin Islands, and to require the maintenance of such standards by any employee or subcontractor employed by it hereunder.

ASSIGNMENT

Contractor shall not assign this Contract without the prior written consent of the GHHFC; provided further, that the use of any employee or subcontractor hereunder shall not act to relieve the Contractor of any obligation of performance under the Contract.

LIABILITY

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

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the GHHFC and the Government from and against any and all losses, damages, liabilities, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which any of them 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 the GHHFC or the Government.

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.

GOVERNING LAW

The laws of the United States Virgin Islands shall govern this Contract and jurisdiction over this Contract as well as venue shall be and remain in the United States Virgin Islands.

CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval or ratification of the GHHFC Board of Directors or other governmental or regulatory authority as the same may be required by law.

TERMINATION

The GHHFC shall have the right to terminate this Contract with or without cause or for convenience on thirty (30) days written notice to the Contractor specifying the date of termination. The Contractor shall be entitled to receive payment for authorized services provided to the date of termination.

PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the GHHFC, in part, whenever the GHHFC shall deem such termination advisable or convenient. This partial termination shall be effected by five (5) days notice to the Contractor specifying the extent to which the term(s) 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 authorized services provided to the date of termination, including payment for authorized services rendered during the period of the five (5) day notice.

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, color, religion, sex, sexual orientation, gender identity, age, disability or national origin.

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, on behalf of itself and its principals, that Contractor and any principal of Contractor 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 (or himself/herself, as the case may be) 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 an official capacity;
 - (iii)** no financial interest in the Contract as that term is defined in section 1101 (1) of said Code chapter.

LICENSURE

The Contractor covenants that it has:

- (A)** obtained, or shall obtain, as more fully set forth below, all of the applicable licenses or permits, permanent, temporary or otherwise as required by federal law or by Title 27 of the Virgin Islands Code and is authorized to do business in the Territory under the provisions of Title 13 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.

Contractor represents that it is either authorized to do business in the Territory under the corporate and licensing laws of the United States Virgin Islands and has provided the GHHFC with proof of same in the form of a valid Virgin Islands business license in the company name of Contractor issued by the Virgin Islands Department of Licensing and Consumer Affairs, or shall obtain such authorization and provide proof of same in the form of a valid Virgin Islands business license in the company name of the Contractor within ten (10) days of the Effective Date of this Contract or prior to commencement of services hereunder whichever is sooner. Contractor further covenants that it shall thereafter maintain a valid business license at all times while performing work under this Contract. Any subcontractors approved by the GHHFC pursuant to the terms of this Contract shall similarly be required to be duly licensed and shall provide proof of same as a condition of approval of any subcontract and payment for any work performed thereunder.

CONTRACTOR'S REPRESENTATIONS

The Contractor agrees that it is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of the Contract, and

that it has been engaged in and now does such work and represents that it is fully equipped, competent, and capable of performing the work and is ready and willing to perform such work. The Contractor agrees further to begin work on the date indicated herein. All work shall be performed in accordance with applicable local and federal laws, codes and regulations governing the same. No work shall be performed without the required licenses or permits or in violation of law.

WARRANTY OF NO SOLICITATION

The Contractor expressly warrants that it has employed no person to solicit or obtain this Contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of such brokerage, commission or percentage; and that all monies payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further warrants that it has not violated any applicable local or federal law with respect to kickbacks, lobbying, conflicts of interest, or false or fraudulent claims in connection with the procurement of this Contract. Breach of the foregoing warranty shall give the GHHFC the right to terminate this Contract immediately without penalty or further obligation to Contractor.

FALSE CLAIMS

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

NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds, and that the GHHFC is an entity of the Government of the Virgin Islands whose facilities receive federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense and further acknowledges that Chapter 38 of Title 31 of the United States Code (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.