

# **Government Hospitals & Health Facilities Corporation**

## **REQUEST FOR PROPOSAL**

**RFP # TB001-2022**

**CONSULTING FOR EXPANSE**

**Gov. Juan F. Luis Hospital & Medical Center  
4007 Est. Diamond Ruby, Christiansted St. Croix, 00821**

**Schneider Regional Medical Center  
9048 Sugar Estate, St. Thomas VI 00802**

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## EXECUTIVE SUMMARY, DEFINITIONS, AND THE FACILITY

### EXECUTIVE SUMMARY-Governor Juan F. Luis Hospital & Medical Center

Whereas the Governor Juan F Luis Hospital & Medical Center hereinafter referred to in this document as GJFLH and JFL, is a medical facility under the jurisdiction of the Government Hospitals and Health Facilities Corporation (GHHFC). GHHFC is a body corporate and politic constituting a public benefit corporation of the Government of The Virgin Islands (GVI) administered by a Board of Directors (The Territorial Board).

Whereas GJFLH is an Acute Patient Care facility that provides uninterrupted quality healthcare care to the island of St. Croix through the following services:

1. Anesthesia
2. Emergency Medicine
3. General Surgery/Including Surgical Subspecialties
4. Internal Medicine, including Medical Specialties & Family Practice
5. Obstetrics/Gynecology
6. Pediatrics
7. Psychiatry
8. Radiology
9. Pathology
10. Neonatology

GJFLH is located at 4007 Estate Diamond Ruby, Christiansted, 00821 is requesting proposals from highly qualified Hospital Firms to provide services for the Meditech Expanse Implementation.

Performance of these services will enable GJFLH to fulfill its requirements of providing the highest level of uninterrupted patient care to the island of St. Croix which is regulated by The Centers for Medicare and Medicaid whereas referred to in the context of this proposal as CMS. In concurrence, the performance of these services will allow GJFLH to fulfill its' agreement with the U.S. Federal Emergency Management Agency ("FEMA") as a result of the disaster declaration for Hurricane Maria FEMA-4340-DR-VI.

GJFLH intends to issue a contract to engage a firm to perform the services requested under this Solicitation. The selection will be based on the most qualified responsive, responsible firm that scores high or highest on the technical evaluation provided within this document. Respondents must have the ability to mobilize in accordance with the Period of Performance (POP) specified within the Scope of Work (SOW) in order to perform the services requested in a manner that meets or exceeds the CMS regulatory standards of patient care inherent to the project components and influence.

All project documents and components of performance must comply with current USVI and Federal building codes and standards. All clinical and non-clinical regulations and guidelines for project areas of influence will be primarily governed by the CMS regulatory standards for compliance

## **EXECUTIVE SUMMARY-Schneider Regional Medical Center**

Whereas the Schneider Regional Medical Center hereinafter referred to in this document as SRMC, is a medical facility under the jurisdiction of the Government Hospitals and Health Facilities Corporation (GHHFC). GHHFC is a body corporate and politic constituting a public benefit corporation of the Government of The Virgin Islands (GVI) administered by a Board of Directors (The Territorial Board).

Whereas SRMC is an Acute Patient Care facility that provides uninterrupted quality healthcare care to the island of St. Thomas through the following services:

- |                                       |  |
|---------------------------------------|--|
| 1. Health Information Management      | 13. Blood Bank                           |
| 2. Quality and Surveillance           | 14. Pharmacy                             |
| 3. Revenue Cycle                      | 15. Imaging and Documentation Management |
| 4. Scheduling and Referral Management | 16. Physician Care Manager               |
| 5. Data Repository                    | 17. Patient Care and Patient Safety      |
| 6. Balance Carried Forward            | 18. Emergency Department                 |
| 7. Supply Chain Management            | 19. Surgical Services                    |
| 8. General Accounting (GL/ESS)        | 20. Pt & Consr. Health Portal            |
| 9. Human Resource Planning (P/P Only) | 21. Scanning / Archiving                 |
| 10. Electronic Health Record          | 22. Separate outpatient Campus           |
| 11. Laboratory/ Microbiology          | 23. Case Management                      |
| 12. Anatomical Pathology              | 24. EMR Historical Data Link             |

SRMC is located at 9048 Sugar Estate, St. Thomas, VI 00802 is requesting proposals from highly qualified Hospital Construction Firms to provide services for the Meditech Expanse Implementation

Performance of these services will enable SRMC to fulfill its requirements of providing the highest level of uninterrupted patient care to the island of St. Thomas which is regulated by The Centers for Medicare and Medicaid whereas referred to in the context of this proposal as CMS. In concurrence, the performance of these services will allow SRMC to fulfill its' agreement with the U.S. Federal Emergency Management Agency ("FEMA").

SRMC intends to issue a contract to engage a firm to perform the services requested under this Solicitation. The selection will be based on the most qualified responsive, responsible firm that scores high or highest on the technical evaluation provided within this document. Respondents must have the ability to mobilize in accordance with the Period of Performance (POP) specified within the Scope of Work (SOW) in order to perform the services requested in a manner that meets or exceeds the CMS regulatory standards of patient care inherent to the project components and influence.

All project documents and components of performance must comply with current USVI and Federal building codes and standards. All clinical and non-clinical regulations and guidelines for project areas of influence will be primarily governed by the CMS regulatory standards for compliance

## **DEFINITIONS**

“Addendum” means a written clarification or revision to the Request for Proposal issued by SRMC. The respondent must acknowledge receipt of any addenda in the submission of the Solicitation Response.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if it can directly or indirectly direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“CFR” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“CM” means the Respondent awarded a contract under this Solicitation.

“FEMA” means the Federal Emergency Management Agency.

“Respondent” means an entity responding to this Solicitation.

“RFP” means Request for Proposal.

“SOW” means the Scope of Work.

“Solicitation” means this RFP.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation.

“Territory” means the territory of the US Virgin Islands and any agency; SRMC or other territory agency identified in this Solicitation, its officers, employees, or authorized agents.

## **SCOPE OF WORK- GJFLH**

The update to Expanse will be managed in a coordinated fashion. Significant thought will need to go into PROJECT MANAGEMENT, OVERSIGHT, AND PLANNING. The following are bullet points that should be considered when designing a Scope of Work document.

### **Project Planning, charter, and additional governance**

- Working alongside the MEDITECH assigned Project Manager to develop fundamental project framework and communications strategies. To ensure all milestones and timelines remain intact.
- Working with the JFL project manager to develop fundamental Project framework and communications strategies. To ensure all milestones and timeline remain intact.
- Assisting in developing a High-level project charter for publication to JFL leadership, to include project status and update methodologies.
- Working directly with 3rd party representatives to ensure all software, hardware, and contractual changes are addressed. 3rd party vendors include Zynx, First Databank, Nuance, Forward Advantage, DrFirst and IMO.
- Assisting with coordination of training and go-live support

Optimization of workflows and processes with the new release.

Several dictionaries will need to be re-engineered during the Expanse update.

Knowledge transfer and development of a core team infrastructure.

Evaluation and optimization of all core modules used by

Ancillary, Revenue Cycle, Financial, Integration, and Clinical. Business Decision Systems

## **OTHER CONSIDERATIONS**

The Contractor along with Meditech and JFL project management shall supervise and direct the work, using skilled labor. Safety of the Contractor's personnel is the responsibility of the Contractor.

## **CLINICAL STANDARDS**

The Respondent shall, in the performance of the Scope of Work, be responsible for complying with any Rules, Regulations, and Guidelines issued by the regulatory Local or Federal Agency, governing the scope of work and project execution for any and all components of performance.

GJFLH provides a CMS Certified Environment of quality uninterrupted patient care. CMS compliance documentation is mandatory for any and all applicable components of design, performance, and commissioning of the project scope. Documentation shall be forwarded within the time period specified by the most current version of the codes and regulations that govern the component or system of deliverable(s).

The Respondent shall indemnify The Facility for any and all fines and penalties, assessed to the Facility as a result of Bidder's / Contractor's failure to adhere to Clinical Rules, Regulations, and Guidelines and shall further pay all The Facility's costs, expenses and attorney's fees, in connection therewith.

## **SCOPE OF WORK-SRMC**

Update from Meditech 5.67 to Expanse in a managed coordinated fashion. Significant thought will need to go into PROJECT MANAGEMENT, OVERSIGHT, PLANNING, and DOCUMENTATION. The following are bullet points that should be considered when designing a Scope of Work document.

### **Project Planning, charter, and additional governance**

- Working alongside the MEDITECH assigned Project Manager to develop fundamental project framework and communications strategies. To ensure all milestones and timelines remain intact.
- Working with the SRMC project manager to develop fundamental Project framework and communications strategies. To ensure all milestones and timeline remain intact.
- Assisting in developing a High-level project charter for publication to SRMC leadership, to include project status and update methodologies.
  
- Working directly with 3rd party representatives to ensure all software, hardware, and contractual changes are addressed. 3rd party vendors include Zynx, First Databank, Nuance, Forward Advantage, Dr. First and IMO.
  
- Assisting with coordination of training and go-live support
- Documentation for the user as well as the technical IT staff

Optimization of workflows and processes with the new release.

Several dictionaries will need to be re-engineered during the Expanse update.

Knowledge transfer and development of a core team infrastructure.

Evaluation and optimization of all core modules used by

Ancillary, Revenue Cycle, Financial, Integration, and Clinical. Business Decision Systems

## **OTHER CONSIDERATIONS**

The Contractor along with Meditech and SRMC project management shall supervise and direct the work, using skilled labor. Safety of the Contractor's personnel is the responsibility of the Contractor.

## **CLINICAL STANDARDS**

The Respondent shall, in the performance of the Scope of Work, be responsible for complying with any Rules, Regulations, and Guidelines issued by the regulatory Local or Federal Agency, governing the scope of work and project execution for any and all components of performance.

SRMC provides a CMS Certified Environment of quality uninterrupted patient care. CMS compliance documentation is mandatory for any and all applicable components of design, performance, and commissioning of the project scope. Documentation shall be forwarded within the time period specified by the most current version of the codes and regulations that govern the component or system of deliverable(s).

The Respondent shall indemnify The Facility for any and all fines and penalties, assessed to the Facility as a result of Bidder's / Contractor's failure to adhere to Clinical Rules, Regulations, and Guidelines and shall further pay all The Facility's costs, expenses and attorney's fees, in connection therewith.

## EVALUATION CRITERIA

### Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear unrealistic in terms of technical commitment, that shows a lack of technical competence or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondent shall submit a summary that provides specific support for meeting the minimum qualifications outlined in this Section. This support can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response that provides support for the Respondent satisfying each minimum qualification.

GHHFC STRONGLY PREFERS RESPONDENTS THAT ARE CERTIFIED By Meditech IN HEALTHCARE Medical Record Implementations.

The respondent must demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

Respondents shall provide proof of application or documentation of current and active Virgin Islands license to do business within the Territory of the United States Virgin Islands. Any awarded contractor shall possess and present for the record to SRMC documentation of current and active Virgin Islands license to do business within the Territory of the United States Virgin Islands prior to being offered a Notice to Proceed.

The respondent must provide documentation of experience and capabilities in managing and completing projects of a similar size and nature.

- Describe your firms Implementation methodology.
- How does your firm assist an organization manage cultural changes?
- Describe the leadership structure to ensure implementation is successful.
- How does your firm engage physicians?
- How will the organization measure overall success?
- How are project expectations managed?
- How does the team communicate with one another?
- How has your firm assisted organizations with data conversions, interfaces, data archival?
- Please expand on how your firm assists with overall Promotion of Interoperability.
- Please describe overall training strategy.
- What have been the top 4 hurdles you have observed organizations struggle with during an implementation?
- Please share 2 References for C/S to Expanse Implementation.
- Please describe your technical data approach to governance, data modeling/data assessment and how you execute this post live?
- Please describe your technical data services group and capabilities (conversions, archiving, MPI Clean up, report/dashboard development?
- Please describe your approach to interoperability data mapping?
- As healthcare organizations look for more opportunities to connect to our patients, engage them and retain them, What is your methodology for patient engagement consumerism during the implementation?
- As a healthcare organization, how would you assist us in transformation, change management, and set the stage for us to transform to next stage health system

- As Healthcare organizations struggle with data security. What is your approach during an implementation?
- Are you able to address change management?
- A new implementation brings upon the need for the culture and current processes to change, does your firm help with that? What about organizational readiness, and developing a model that will drive change throughout.
- How many expense certified consultants do you have? Are they FT or contractors

### **Selection Criteria**

Solicitation Responses shall be consistently evaluated and scored in accordance with the criteria detailed below.

<b><u>CRITERIA</u></b>	<b><u>Maximum Score</u></b>
<b>Cost</b>	<b>30</b>
<b>Methodology and Approach</b>	<b>30</b>
<b>Experience in Hospital EMR Implementations</b>	<b>30</b>
<b>Staff Qualifications</b>	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

### **REQUIRED RESPONDENT INFORMATION**

#### **TECHNICAL PROPOSAL**

Responses should be submitted as specified in the RFP and should include enough information to satisfy evaluators that the Respondent has the appropriate experience, qualifications, and strategies to perform the scope of services as described herein. Respondents should respond to all requested areas.

Experience (Limit 4 pages)

- Executive Summary

This section should serve to introduce the scope of the Response. It should include administrative information including, at a minimum, Respondent contact name and phone number, and the stipulation that the Response is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Respondent's qualifications and ability to meet the overall requirements in the timeframes set by the agency.

- Company Profile

Provide a detailed narrative explaining why Respondent is qualified to provide the services outlined in project scope, focusing on its company's key strengths and competitive advantages. Provide a company profile to include:

The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. (Please provide this information in a narrative and as a graphical representation). If Respondent is an Affiliate of or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the

percentage of the parent's ownership. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, a subcontractor) will be performing them;

The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of the organization;

The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors;

The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned;

The name, title, mailing address, e-mail address, telephone number, and fax number of Respondent's point of contact for any resulting contract under this Solicitation; and

Indicate whether your company has ever been engaged under a contract by any GVI agency. If "Yes," specify when, for what duties, and for which agency.

Respondent shall provide a minimum of three non SRMC references for projects of similar type and size performed within the last three years, preferably for state/territory and/or local government entities. SRMC reserves the right to check references prior to award. ATTACHMENT X-Authorization for Background and/or Financial Information. Any negative responses received may be grounds for disqualification of the proposal.

The respondent must verify current contacts. Information provided shall include:

Client name;

Project description;

Total dollar amount of project;

Key staff assigned to the referenced project that will be designated for work under this Solicitation; and

Client project manager name, telephone number, and e-mail address. SRMC verifies references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Solicitation Responses.

NOTE: A Respondent that is not organized under the laws of the Territory of the Virgin Islands must obtain all necessary licensing to do business in the territory prior to submitting their offer.

- Approach and Methodology (Limit 25 Pages)

The Respondent shall clearly identify all means and methods intended to be used to fully execute all technical and administrative tasks set forth in this document inclusive of but not limited to Article X Scope of Work. (Any addended(s) or inclusions)

This section should provide a detailed discussion of the Respondent's prior experience in working on projects similar in size, scope, and function to the proposed contract.

If the Respondent intends to subcontract for portions of the work, the Respondent should clearly identify any contractual arrangements and should include specific designations of the tasks to be

performed by the subcontractor in written notice to be approved by SRMC prior to any components of project performance or commitment.

In grading the proposal, the experience of the Respondent in general, and, in particular, as involved in activities similar to the work proposed herein will be emphasized, as well as evidence that the organization or team has the current capabilities and can assure performance for this requirement; can demonstrate successful past firm experience that is similar to that necessary to perform the contract tasks identified in the Statement of work;

Produce a schedule outline for the project with resource loading.

- Key Staffing Profile (Limit 3 pages, excluding resume page count)

The Respondent should provide detailed information about the experience and qualifications of the Respondent's assigned personnel considered key to the success of the project. Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes. (2-page maximum per resume)

The Respondent should also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Respondent should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout life of the program.

In grading the Response, the qualifications of personnel of the Respondent who will be responsible for overseeing and performing the work requested in the RFP will be emphasized as well as evidence of the current and relevant knowledge, quality and depth of experience of the Contractor's Project Director and how such Project Director will supervise and coordinate the workforce.

#### ADMINISTRATIVE INFORMATION

Schedule of Events	EVENT DATE/TIME
Issue Solicitation	Thursday, May 12, 2022
Pre-bid Conference Call	Friday May 20, 2022
Deadline for Submitting Questions	Wednesday May 24, 2022
Answers to Questions Posted	Friday May 27, 2022
Deadline for Submission of Solicitation Responses	Friday June 3, 2022, 4:00 PM AST
Evaluation Period including oral presentations if necessary	TBD
Selection and Award Notice	Tuesday, June 7, 2022 and TBD
Contract Formation, Negotiation and Execution	TBD
Award, Notice to Proceed and Mobilization	TBD

## COMMUNICATION

All correspondence shall be identified by Request for Proposal number and title and shall be addressed to the Owner's representative at the address below.

Bids and Proposals shall be submitted electronically to [rlewis@jflusvi.org](mailto:rlewis@jflusvi.org) and [lcbrowne@srmedicalcenter.org](mailto:lcbrowne@srmedicalcenter.org). A cover letter must be included with your response and addressed to the following individuals:

**Rochelle Lewis, Director of Property & Procurement  
Gov. Juan F. Luis Hospital & Medical Center  
4007 Estate Diamond Ruby  
Christiansted, St. Croix VI 00820**

**LeRue C. Browne, Director of Procurement & Materials Management  
Schneider Regional Medical Center  
9048 Sugar Estate  
St. Thomas, VI 00802**

No telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time specified for receiving them will be considered.

### Cost Proposal

A separate document, independent of the Technical Approach, shall be submitted with the proposal package. It shall contain the bidder's pricing approach for the specified items. It will also include a detailed breakdown of the bidder's approach of compensation for pass through costs such as, Management, Housing, Travel, Office space, etc.

Cost responses for all bidders with qualifying Technical Approaches, will have the Cost Form evaluated as to the reasonableness of the offered pricing. The Cost Form and pass-through cost proposal will be used in contract award negotiation for mutual agreeable pricing for all items on the form and others which may be considered as relevant but not yet identified.

### Cost Presentation

Respondent must include proposed project cost. (Limit 5 pages) This will be used to establish a baseline for negotiation with bidders who have been deemed acceptable with their Technical Approach presentation. As a minimum the response will need to include:

Proposed rates for each line item listed on Cost Form. All cost information must be provided and shall be reflective of the Respondent's approach and methodology. The proposed rates shall be inclusive of (regular/overtime) labor costs.

Cost for management and supervision, mobilization, project travel, office rental, employee housing and life-support, etc. will be reimbursed separately based on actual costs incurred. The bidder shall include, as part of their offer markup sought for the pass through of the costs.

Both the proposed prices and the rate of markup for reimbursable cost will be evaluated for reasonableness and used as the basis for negotiation of the award of the contract.

## **LITIGATION HISTORY**

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. (no page limit) In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Respondent is/was a party or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.).

Respondent must complete ATTACHMENT C-Limited Denial of Participation (LDP)/Suspension or Debarment Status Certification.

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with the territory of the US Virgin Islands or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

## **LOCAL VENDORS, SUPPLIERS, SUBCONTRACTORS AND LABOR**

### **Introduction**

GJFLH and SRMC are committed to promoting full and equal business opportunities for businesses in the territory. GJFLH and SRMC encourages the use of local US Virgin Island businesses through race, ethnic and gender-neutral means. Respondents shall provide the companies approach to utilizing local Virgin Islands based vendors, suppliers, subcontractors and Labor. (Limit 3 pages)

### **CONFLICTS**

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. (no page limit) Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If there are no conflicts, as described above, so indicate in the appropriate section of the RFP.

### **QUALITY CONTROL PROGRAM**

Respondent must provide the name and job title of the person responsible for the Respondent's quality control program, as well as a description of the quality control program. A copy of Respondent's quality control manual is required. The quality control manual may become part of the Contract if your Solicitation Response is selected.

## **ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS**

### **GENERAL CONDITIONS**

#### **Amendment**

GJFLH and SRMC reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if it is in the best interest of GJFLH and SRMC.

### **Informalities**

GJFLH and SRMC reserves the right to waive minor informalities and irregularities in any Solicitation Response received

### **Rejection**

GJFLH and SRMC reserves the right to reject any or all Solicitation Responses received prior to contract award.

### **Irregularities**

Any irregularities or lack of clarity in this Solicitation should be brought to the

### **Insurability**

Notwithstanding the preceding, the SRMC reserves the right to consider reasonable attention of the point-of-contact listed in Section X as soon as possible, so that corrective addenda may be furnished to prospective Respondents.

### **Open Records**

Respondents are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP or an IFB may become a record of The Facility and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date, however, no court of law has ruled on the application of this law to independent instrumentalities such as The Facility. " Confidential Information" includes all technical business, personnel, taxpayer or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development and business activities of the disclosing party and that has been identified as "confidential". Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees): (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party: or (iv) is required to be disclosed pursuant to legal process or regulation.

### **Contract Responsibility**

Respondent shall be solely responsible for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

## **Public Disclosure**

Respondent will not advertise that it is doing business with GJFLH and SRMC or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of SRMC. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from GJFLH and SRMC.

## **Remedies**

All remedies available to GJFLH and SRMC for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. GJFLH and SRMC may exercise any available legal or equitable remedy.

## **INSURANCE**

### **Required Coverages**

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount specified in Exhibit X. Evidence of insurance must be submitted upon contract execution. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

It will be Respondent's responsibility to recommend alternative methods of insuring the contract in lieu of the insurance policies customarily required. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. GHHFC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

### **TAXES:**

The Price proposed by Respondent shall be the total consideration, inclusive of taxes, if applicable. The Respondent, if awarded the Contract, may be subject to gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Bidder unless exempt by law. The Bidder is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither The Facility, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Bidder/Contractor's tax liability. To the extent a Respondent claims an exemption from any applicable Virgin Island Tax or custom duty, Respondent must, upon contract execution, present The Facility documented evidence from IRB or other Virgin Islands Government Department establishing that the Respondent is not responsible for taxes.

Pursuant to 33 VIC § 44(a) (b) of the Virgin Islands Code, as amended, the Government of the Virgin Islands and its instrumentalities, agencies and public corporations are required, when making a payment to any person, partnership, firm corporation or other business association that is subject to the payment of gross receipt taxes under the law, to deduct and withhold from such payment, gross receipt taxes as required by law at 33 VIC § 43 (a). Payment for the purposes of withholding is defined by law as:

1. any single payment of at least \$30,000
2. any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

**BUSINESS LICENSE:**

Respondents must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. The Bidder is advised to contact the Department of Licensing and Consumer Affairs (“DLCA”) at (340)774-3130 for information on the requirements for obtaining a business license, information on whether their operation requires or does not require a business license, or to obtain a waiver of the business license requirement. Should Respondent wish to claim that the scope of the services being provided do not require it to obtain a business license, Respondent must present to The Facility documented evidence from DLCA that the Bidder is not required to obtain a business license.

Copies of all necessary and applicable license(s), or copy of a business license waiver shall be obtained by the Bidder and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Respondent must supply SRMC with its taxpayer identification number. Failure by Respondent to present its license(s) prior to execution of the contract or within such other reasonable time as agreed to by the parties may be grounds for The Facility to rescind the Contract.

At contract execution any bidder that does not possess the following:

- a) a business license, or
- b) a waiver letter from DLCA that a business license is not required, or
- c) evidence, subject to verification, that an application for a business license has been submitted to DLCA for processing

will have contract award rescinded at the facility’s sole discretion.

**ENVIRONMENTAL RESPONSIBILITY:**

The Respondent shall, in the performance of the Scope of Work, be responsible for complying with any federal or local laws and any Rules, Regulations and Guidelines issued by the U.S. Environmental Protection Agency (EPA), V.I. Department of Planning and Natural Resources (DPNR), and any other Federal or local regulatory agencies with regard to the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

In addition, Respondent shall be responsible, at its expense, for the clean-up of any and all substances, regulated or not, which it spills or causes to be spilled on The Facility’s premises or work sites.

The Respondent shall indemnify The Facility for any and all fines and penalties, assessed to the Facility as a result of Bidder’s failure to adhere to EPA, OSHA and DPNR regulations and directives, and shall further pay all The Facility’s costs, expenses and attorney's fees, in connection therewith. Additionally, the Bidder shall indemnify The Facility for the cost of cleaning up all spills and discharges if The Facility has performed such work on Bidder’s behalf.

**CONTRACT TERMS AND CONDITIONS**

GHHFC through GJFLH and SRMC reserves the right to negotiate final contract terms with any selected Respondents.