



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



Charlotte Kimelman Cancer Institute High Priority Equipment Procurement

Pursuant to Title 19, Subsection 245 (a) of the Virgin Islands Code, the Government Hospitals and Health Facilities Corporation, hereinafter referred to as GHHFC, The Territorial Hospital Redevelopment Team (THRT) on behalf of the Schneider Regional Medical Center (SRMC)-Charlotte Kimelman Cancer Institute will receive proposals for the work described below. Proposals will be received **until August 22, 2022 @ 2:00 p.m. ATLANTIC STANDARD TIME.**

DESCRIPTION OF WORK:

The Territorial Hospital Redevelopment Team is seeking proposals from qualified and licensed manufacturing companies to remove, purchase, and install high-priority medical equipment in the Charlotte Kimelman Cancer Institute.

Respondents will ensure that all commercially available hardware and software packages or offers the respondent brings to the local market within 12 months of the date of purchase will be shipped to the customer at no additional cost.

Respondents will be competing against each other for the selection to remove, purchase and install high-priority medical equipment and software for the Charlotte Kimelman Cancer Institute as described in each required equipment scope work. The submissions of all Respondents will be compared and evaluated pursuant to the evaluation criteria set forth in this RFP for each project. Respondents must respond to all components of the scope for the following projects. Respondents may submit bids for one or multiple required projects:

1. Project A- Linear Accelerator Equipment
2. Project B- Computed Tomography 128
3. Project C- High Dose Rate Brachytherapy
4. Project D- Treatment Planning Software

FUNDING:

This disaster recovery project may be funded in whole or in part by the Federal Emergency Management Agency (FEMA) under the guidelines and regulations of The Stafford Act, and as such is subject to Federal audit and compliance. The final contract as well as any subsequent contracts shall include the Federal clauses required by 2 CFR 200 Addendum III and the HUD Rider Addendum IV which are included in the contract template.



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



TYPE OF AGREEMENT:

The Government Hospital and Health Facilities Corporation (GHHFC) anticipates that the resulting contract will be a firm-fixed-price contract. The GHHFC reserves the right to modify and/or terminate the contract if the successful firm fails to perform in a manner consistent with the terms of the contract. In addition, the GHHFC reserves the right to modify and/or terminate the contract if funding becomes unavailable.

PERIOD OF PERFORMANCE:

The contract term for this project is anticipated to be for three years (3) with the option to renew for one (1) additional year term for installation and training.

NEGOTIATED PROCEDURES:

The Territorial Procurement Manager (TPM) will appoint an Evaluation Committee to assist in evaluating and selecting the vendor. Accordingly, proposals shall be reviewed and rated on the selection criteria outlined in the **“Factors for Discussions.”** After reviewing and rating the proposals, the Committee may select for discussions from the firm/s or person/s **deemed to be the most highly qualified to provide the services herein required.** Discussions will be conducted with the firm/s or person/s so selected. In addition, the Committee may select to conduct discussions and/or oral presentations from the firm/s or person/s, not less than two (2), deemed to be the most highly qualified.

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) project approach and capability of meeting schedules; and (v) quality of performance on other similar projects. Proposals will be evaluated according to the following criteria: (a) Qualifications (25 pts), (b) Experience (20 pts), (c) Cost (25 pts), (d) References (10), and (e) Project Approach (20). The Evaluation Committee may, at its option, request any or all proposers to participate in on-site or virtual interviews.

Proposers may only ask questions that are intended to clarify the questions that are being asked to respond. Each Proposer’s time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If THRT has trouble on any part of Respondent scheduling a time for the oral interview, it may result in disqualification from further consideration.



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



NEGOTIATION:

The Evaluation Committee shall recommend to the Executive Director (ED) the **highest qualified firm or person with whom a contract shall be negotiated as a result of the Committee's scores from the written proposals or discussions-oral presentations if conducted.** With the assistance of the Evaluation Committee, the ED shall attempt to negotiate a contract with such firm or person.

Should the ED be unable to negotiate a satisfactory contract with the firm to be the most qualified, at a price determined to be fair and reasonable to THRT, negotiations with that firm will be formally terminated. Negotiations will then be commenced with the second most qualified, the third most qualified, or additional firms to preference and their competence and qualification and shall continue until an agreement is reached.

INSTRUCTIONS TO PROPOSERS

A. NOTICE

RFP-009-THRT-T-022 (P) Charlotte Kimelman Cancer Institute Phase I High-Priority Equipment Purchase and Installation

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

The Territorial Hospital Team reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to THRT. The **price** shall not be the sole criterion for awarding this project. Scope and quality of work proposed and the ability of the Respondent to complete this type of project shall also be considered.

Applicants are requested to submit proposals based on the scope of services. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration provided such new features and/or technology are clearly explained. Any exceptions to the requirements requested herein must be noted in writing and 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 Dynell R. Williams, Territorial Procurement Manager, at d.williams@thrtvi.org.

Failure to ask questions, request changes, or submit objections shall constitute the acceptance of all terms, conditions, and requirements in this RFP. The issuance of a written addendum by THRT is the



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



only official method by which interpretation, clarification, or additional information can be given. It is the responsibility of the potential Respondent to contact THRT to ensure that they receive all addenda prior to the submittal of the proposal package. **The proposal package will be considered non-responsive if all modifications are not incorporated.**

B. STATEMENT OF PURPOSE

To assist THRT in meeting the requirement for the following services: **RFP-009-THRT-T-022 (P) Charlotte Kimelman Cancer Institute Phase I High-Priority Equipment Purchase and Installation**

C. PROPOSED SCOPES OF WORK:

1. Project A-Remove, Purchase, and Install a Linear Accelerator

A. Radiotherapy System should include the following

- a. Explain your treatment options
- b. 0-8 electron energies, up to 7 photon energies
- c. High-intensity modes
- d. Respiration-synchronized MV/kv Radiographs
- e. 4D Cone-beam Technology
- f. Iterative Reconstruction
- g. Explain your dosage control
- h. Explain treatment couch and posting
- i. Developer mode for research
- j. Describe your system for motion management
- k. Describe your surface monitoring system
- l. Describe your treatment planning system and any additional software required to connect to other modalities, confirm that all software can integrate and operate with all potential CT Sim models. Additionally, validate all treatment planning software has been validated to work with your proposed linear accelerator and CT models.



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



- m. Describe any additional validated software required to integrate and operate with any potential CT Sim Models.
- n. Model Name
- o. FDA approval date
- p. Country in which the system is manufactured

B. System

- a. Respondent will ensure that all commercially available hardware and software packages or offerings the respondent brings to the local market within 12 months of the date of purchase will be supplied to the customer at no additional cost.

C. Patient Table information should include:

- a. Dockable table with a minimum of 200kg weight loading
- b. Table longitudinal movement range (cm)
- c. Patient Table H x W x D (cm)
- d. Patient Table Vertical Range (cm)
- e. Patient Table Horizontal Range (cm)
- f. Patient Table Scannable Range (cm)
- g. Patient Table Emergency Release required (y/n)
- h. Patient Table head holder required-provide detail
- i. Patient Table Maximum deflection (mm)
- j. Patient Table horizontal range
- k. Patient Table positioning Accuracy (mm)

D. Provide a quote for all available options

E. System Architecture

- a. Can images/information from the quoted systems be exported and or stored on an external device (i.e., CD, DVD, USB storage, etc.?)

F. Security



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- a. Has a security impact analysis been performed on the quoted systems to ensure compliance with all state, federal, and industry-published standards/legislation with respect to privacy and protection of patient information?
- b. Provide detail and documentation of compliance with all appropriate international privacy legislation.
- c. Describe how the quoted systems are hardened to protect against unauthorized access over a network.
- d. Do the quoted systems provide restricted access and credentialed access to the operating systems?
- e. Do the quoted systems require a username and password to operate the system? If yes, is there a limit to how many operators may be registered?
- f. Can the quoted systems use an external identity authority (i.e., active directory, DAP, etc.)?

G. Operations and Support

- a. Is there a requirement for vendor support engineers to have remote access to the quoted systems if yes, included answers to the following questions:
 - i. From what location will remote support be provided?
 - ii. Describe the remote access method used for the quoted systems.
 - iii. How is remote access restricted to authorized users?
 - iv. Is an operator at the hospital required to authorize a remote session?
 - v. Are remote sessions audited?
 - vi. Does any data extracted during a remote support session contain identifiable patient information?

H. Typical Drawings and Requirements

- a. Respondent will provide typical drawings and system requirements for all quoted system

I. Warranty Period

- a. Provide the number of months of warranty for all quoted systems.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- b. Provide documentation of warranty coverage, limitations, and hours of warranty work.

J. Repair/Maintenance Support

- a. Respondent will ensure a certified service engineer trained and current on all quoted systems is located within one hour of the Charlotte Kimelman Cancer Institute.
- b. Provide a description of and pricing for a 3 and 5-year full-service contract. Include all service coverage options including extended hours, level of coverage, and on-site service engineer.
- c. Provide a description of and pricing for a 3 and 5-year “First Look” Shared Service Agreement with Training, Travel, and one Biomed training annually
- d. Provide availability, engineer requirements, and pricing for vendor service training
- e. Provide all software and hardware maintenance schedules for the quoted systems
- f. Does software maintenance for quoted systems require them to be taken out of service?
- g. Describe how the customer is notified about pending software updates or system performance issues.

K. Operator Applications Training

- a. Provide a description of standard application training included in the purchase of the system. Include duration and type of training that will be provided.
- b. Provide description pricing on additional application training with technologists and Physicians. Include 24-hour coverage to train all staff on all shifts.
- c. Provide a description and pricing of additional application training available, including Periodic follow-up on-site application training, factory site training for technologists, and online continuation training and guidance.

2. Project B- Remove, Purchase and Install a Computed Tomography 128

A. Imaging CT System 128 Slice Simulator should include:

- a. 0.5, 1.0 S Rotation



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- b. Integrated Detector
- c. 85CM Bore Size 75KW (equivalent to 187KW w/iterative reconstruction)
- d. Athlon X-Ray Tube
- e. Adaptive Dose Shield
- f. Air Cooling System
- g. Ring Mood Lighting
- h. Patient Observation Camera
- i. Identifier SRS
- j. RT Identifier
- k. RT Performance Package
- l. Scan & Go Wireless Edition
- m. Additional Scan & Go Tablet
- n. UPS
- o. IMAR
- p. Twin spiral Dual Energy
- q. Direct density
- r. Direct Laser
- s. Direct Laser Steering
- t. Respiratory Motion Management
- u. Direct 14D
- v. Varian RGSC Interface
- w. Long Patient Tablet RT
- x. Long Table Multi-Index RTP Overlay
- y. Table Accessory Set
- z. Foot Switch For PAT. Table Control



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- aa. Care Bolus
- bb. VRT
- cc. Bone Removal
- dd. Dose 4D
- ee. Dicom Dose Reports
- ff. Doselogs
- gg. Dose Alert
- hh. Dose Notification
- ii. Nema-XR-29 Standard
- jj. Lung Imaging
- kk. Sureview
- ll. Low Noise Technology Detector
- mm. Surge Protective Device
- nn. Low Contrast CT Phantom & Holder
- oo. Mobile Injector
- pp. Laser Positioning System (Green) 2 Ceiling and 2 Wall, Include Installation Cost
- qq. Access Protection
- rr. Standard Rigging and Installation
- ss. Provide Additional Rigging Requirements and Cost
- tt. Include Cost of Training and Brief Description
- uu. Include Project Management Fees
- vv. Include Cost and Brief Description of Welcome and Registration Package
- ww. Model name
- xx. FDA approval date
- yy. Country in which the system is manufactured



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



B. CT System

- a. Respondent will ensure that all commercially available hardware and software package offerings the respondent brings to the local market within 12 months of the date of purchase will be supplied to the customer at no additional cost.
- b. Must perform axial and spiral procedures
- c. Gantry Bore (≥ 70 cm required larger preferred)
- d. Focus to isocenter distance (cm)
- e. The CT will have a scan FOV of minimally (50cm) Provide documentation and details of all scanning FOVs available on the quoted system
- f. The system will have a laser light positioning and alignment system with an accuracy of ± 1 mm
- g. The CT will have an integrated display panel on the front and back of the gantry. This display should at minimum display patient, ECG, patient command system, and cardiac gating information. Provide detail for the system and all monitoring applications including all integration and patient connection cables and supplies. Provide reorder details.
- h. The noise from the rotating gantry/slip ring will be no greater than 69dBA
- i. The slip ring will have a data transfer rate of at minimum 35GB/s
- j. The CT will have an intercom system between the scanner and control room- provide a detail of quoted system.
- k. The CT will have an automated voice command system for interaction with the patient. This system will be user programmable and controlled by the system and operator.
- l. Does the quoted system support multiple languages for the voice command system (y/n). If yes, provide the list of languages and describe the user workflow to use multiple languages.
- m. The gantry will tilt to accommodate anatomy, patient and scan requirements state the gantry tilt of the CT quoted (\pm deg)
- n. The CT will have an integrated gantry collision detection and avoidance system to ensure safe operation. Provide a detail description of system quoted.



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- o. The CT will have an emergency table release allowing the table and patient to be removed from the scanning position. Describe the method used on the quoted system
- p. The system will have the most advanced commercially available image processing system to include automated image enhancement, dose reduction, real-time post processing in all scanning modes.
- q. The CT system will support prospectively ECG-gated cardiac imaging - provide detail of quoted system
- r. The CT system will have a low kV scan mode for pediatric imaging. The CT will have at the minimum an 80kV pediatric program - provide details of the quoted system.
- s. Spiral scan time full 360-degree rotation speed .35s

C. Generator

- a. X-Ray Generator Power Rating (72kW Minimum) greater than preferred
- b. kV Range - provide detail of all available kVp
- c. mA Range - provide detail of all available mA stations
- d. Scan Time Range - provide detail of all available scan times
- e. Maximum Scan range and time- provide detail

D. X-Ray Tube

- a. Single or Dual Source system - provide detail
- b. X-Ray Tube power rating (kw)
- c. Anode heat capacity (>6mkhu minimum) provide detail
- d. Tube housing heat storage capacity (mhu) provide detail
- e. Anode heat dissipation rate (>2mhu/min provide detail and curve
- f. Describe tube cooling method and provide details of installation requirements
- g. Describe CT Tube(s) anode bearing type (liquid/mechanical/other)
- h. Focal spot size (lg) provide detail and curve
- i. Focal spot size (sm) provide detail and curve



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



E. Detector

- a. Detector Material - provide detail
- b. Detector Efficiency (%) provide detail and documentation
- c. Detector Sampling Rate (samples/ sec) in all scan modes provide detail and documentation
- d. Maximum number of images per 360-degree rotation
- e. Number of rows | channels in the detector - provide detail and documentation
- f. Detector width (40mm minimally required) -provide detail and documentation
- g. Number of detector elements per detector row -provide detail and documentation
- h. Maximum detector coverage per 360-degree rotation
- i. Focus to detector distance (cm)

F. Scan System

- a. Longitudinal Collimation (mm) Range (min - max)
- b. Slice thickness (\leq .625mm) Range (thin - thick)
- c. Topogram Maximum Length (cm)
- d. Axial Scanning Gantry Rotation Time - list all
- e. Partial Scan Times - list all
- f. Reconstruction Slice Thickness (mm) list all provide detail
- g. Number of uninterrupted scans/range - list all
- h. Standard Scan Cycle time (sec)- list all
- i. Dynamic Scan Cycle Time (sec) provide detail
- j. Slice Increments (mm) list and provide detail
- k. Pitch Factors available - list all
- l. Reconstruction Matrix (\geq 512 x 512)
- m. Number of Reconstructed Slices per second for all image | scan types - provide detail by scan mode



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- n. Performance - High Contrast Resolution for Standard Imaging @ 0%, MTF (lp/cm) provide detail in x, y and z planes
- o. Performance - High Contrast Resolution for Standard Imaging @ 50%, MTF (lp/cm) provide detail in x, y, and z planes
- p. Performance - Low Contrast Resolution, list and provide detail
- q. Adaptive Filtration (required) provide detail and documentation
- r. Artifact Reduction System (required) provide detail
- s. Provide % Noise @ mGy chart - provide detail
- t. Minimum Temporal Resolution (ms) list and provide detail
- u. Dose Reduction- X-ray beam filtration (required) provide detail
- v. Pre and post-radiation collimation, does the quoted system allow for a user-defined scan overlap | extension from a defined scan area? (required) provide detail
- w. Variable | modulated mA during scan (required) provide detail

G. Dose Reduction

- a. The system will comply with and be supplied with all dose reduction systems to meet FDA regulations and requirements at the time of installation The quoted system will be XR-29 compliant
- b. List all CT dose reduction systems | technology included with the quoted system
- c. Specify the % dose reduction for body imaging- provide detail and documentation
- d. Specify the % dose reduction for cardiac imaging- provide detail and documentation
- e. Specify the % dose reduction for neuro imaging- provide detail and documentation
- f. Specify the % dose reduction for pediatric imaging- provide detail and documentation
- g. Specify the % dose reduction for organ imaging- provide detail and documentation
- h. Dose Reduction - Iterative reconstruction- list and provide detail
- i. Radiation Dose Head - CTDI 100 (mGY) list center and peripheral



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- j. Radiation Dose Body - CTDI 100 (mGY) list center and peripheral
- k. Does the quoted CT provide dose reporting & limiting software on the quoted scanner- provide detail

H. Operators Control System

- a. The CT will have a user programmable protocol / smart scan system that allows for the creation of scan protocols that simplifies patient setup and automates scanning from patient registration form worklist to scan transfer and archival. Provide details of the system quoted. The system quoted will be the vendor's most advanced offering for the quoted CT.
- b. System Console Operating System
- c. System Console Processor
- d. Hard Disk Storage total capacity (GB)
- e. Patient Images maximum number and (GB)
- f. Operators Console Monitors (number)
- g. Operators Console Monitors (type)
- h. Operators Console Monitors (diagonal size cm)
- i. Operators Console Monitors (color required)
- j. Operators Console Monitors Display Matrix (1024 x1024 minimum)
- k. Operators Console Monitors Contrast Ratio Cd/m2)
- l. Image Storage Media (DVD RW, other) list all
- m. Image Storage Media Storage Capacity (GB)
- n. Image Storage Media Storage Capacity (images)
- o. Image Storage Media Storage DICOM Image Format (y/n)
- p. Image Storage Media Storage Automatic Archive to Media (y/n)
- q. Image Storage Media Storage writes DICOM viewer to media (y/n)

I. Workstation



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

- a. Workstation for quoted CT system with all software/hardware packages necessary to perform the stated procedures and patient types. Provide details of all software and hardware packages included. Provide a list of all optional software and hardware packages not included along with pricing and documentation
- b. Processing and Display Workstation to allow for post-processing independent from the scanner, for multimodality fusion; 3D and vascular processing
- c. Processing Workstation Operating System
- d. Processing Workstation Processor
- e. Processing Workstation number and type of CPU's
- f. Processing Workstation Processor clock speed (GHz)
- g. Processing Workstation RAM Memory capacity (GB)
- h. Processing Workstation RAM Memory cache (GB)
- i. Processing Workstation Hard Drive capacity (GB)
- j. Processing Workstation Hard Drive OS
- k. Processing Workstation Patient Data (GB)
- l. Processing Workstation Patient (Images)
- m. Processing Workstation Monitors (number)
- n. Processing Workstation Monitors (type)
- o. Processing Workstation Monitors (diagonal size cm)
- p. Processing Workstation Monitors (color or B/W)
- q. Processing Workstation Monitors Display Matrix (1024 x1024 minimum)
- r. Processing Workstation Monitors Contrast Ratio Cd/m²)
- s. Image Display Reconstruction Matrices ($\geq 512 \times 512$) provide detail
- t. Image Display HU Scale Range

J. Patient Table

- a. Is the scan table movable/dockable?
- b. Patient Table H x W x L (cm)



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- c. Patient Table Vertical Range (cm)
- d. Patient Table Horizontal Range (cm)
- e. Patient Table Scan Range (cm)
- f. Patient Table load capacity (> 200kg) quote as an option any tables with greater patient loading
- g. Patient table emergency release required - describe operation
- h. Patient table head holder for adult brain scanning required - provide detail
- i. Patient table maximum deflection (mm)
- j. Patient Table positioning Accuracy (mm)
- k. Respondent will provide a complete list of all CT table accessories with documentation and pricing
- l. The respondent will provide a protective table cove for the quoted table and provide details of the system, use and reorder information.

K. Clinical Applications

- a. Clinical Applications 3D Reconstruction (required)
- b. Clinical Applications 4D Reconstruction (required)
- c. Clinical Applications Neuro package to include stroke assessment (required)
- d. Clinical Applications MSK (required)
- e. Clinical Applications advanced vascular scanning (required)
- f. Clinical Applications advanced peripheral vascular scanning (required)
- g. Clinical Applications vessel Analysis (required)
- h. Clinical Applications interventional tools to include CT fluoroscopy (required)
- i. Clinical Applications biopsy guide applications (required)
- j. Clinical Applications neuro perfusion and analysis (required)
- k. Clinical Applications lung nodule detection and Analysis (required)
- l. Clinical Applications pulmonary scanning and analysis (required)



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



- m. Clinical Applications standard cardiac | coronary acquisition and analysis (required)
- n. Clinical Applications respiratory gating (required)
- o. Clinical Applications respiratory triggering (required)
- p. Clinical Applications external cardiac triggering (required)
- q. Clinical Applications perfusion 4D Multi-Organ (optional)
- r. Clinical Applications auto bone removal software (required)
- s. Clinical Applications auto metal artifact removal software (required)
- t. Clinical Applications volume spiral shuttle (required)
- u. Clinical Applications dual energy acquisition and analysis required: note technique used (required)
- v. Chest pain protocols; triple rule out provide detail
- w. Clinical Applications 3D reconstruction on console (required) provide detail
- x. Clinical Applications Colonography acquisition and analysis (optional) provide detail
- y. Clinical Applications for dental scanning and assessment (optional)

L. Other Equipment

- a. CT contrast Injector Model Name and Number
- b. CT contrast Injector will be ceiling mounted with vendor supplied arm and mounting system.
- c. The CT contrast injector will be controlled from the operator's desk in the control room and at table side
- d. CT contrast Injector integrated with main system (required)
- e. CT contrast Injector number of definable programs (number)
- f. CT contrast Injector- manual and automatic filling (required)
- g. CT contrast Injector- maximum injection volume (ml)
- h. CT contrast Injector- maximum injection Pressure (psi)



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- i. CT contrast Injector- delivery rate of two injection units (ml/sec)
- j. CT contrast Injector- number of phases
- k. Provide as optional all accessories and information systems available for the quoted contrast injector
- l. Scan room ceiling-mounted monitor for CT fluoroscopy, interventional and needle guided procedures. Provide information and documentation of size and resolution of supplied monitor
- m. Full system UPS with remote monitoring capabilities to include access to real-time data via desk and mobile device of the UPS system, user access management, alarms via SMS or e-mail, automatically generated reports to include - UPS gauge report (input/output/battery values), energy reports (kWh report), UPS status report, storage of run-time data and trending

M. Options

- a. Provide pricing and specifications for a bariatric scan table
- b. Optional software and hardware systems and packages include all available for the quoted system
- c. Disconnect Panel w/auto restart: custom panel serves as the main power disconnect between CT system and the facility 400-480V power source panel provides short circuit, overload, under-voltage release, automatic restart, emergency power shut down for system; Voltage regulator
- d. Provide descriptions, specifications, and pricing on complete system UPS power.

N. Connectivity

- a. The system will be shipped with and comply with the most current DICOM compliant systems and applications
- b. DICOM Worklist Enabled (required) provide detail
- c. DICOM Verify/Store/Send/Print (required) provide detail
- d. DICOM Storage commitment (required) provide detail
- e. DICOM Media Exchange (required) provide detail
- f. DICOM MPPS (required) provide detail



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



- g. All workstations and servers provided with the quoted imaging and monitoring systems must comply with all state, federal and industry published standards. Provide documentation of compliance
- h. All workstations and servers provided with the quoted imaging and monitoring systems must be installed within the client's virtualized environment. Provide documentation of compliance and any functional limitations
- i. Provide LAN and WAN bandwidth requirements for all systems designed to function via LAN or WAN
- j. Does the quoted systems require isolation for other hospital networks, if yes provide detail
- k. Do any of the quoted systems require Wi-Fi connectivity? If yes provide detail of which systems and what Wi-Fi standards are required
- l. List all internal Wi-Fi or other RF services that are provided between system components, include frequencies and channels used

O. Software

- a. Describe the underlying operating systems for all quoted systems
- b. Are operators able to access the operating systems to launch applications unrelated to the quoted systems
- c. Describe how the quoted systems are protected from viruses and malware

P. System Architecture

- a. Can images | information from the quoted systems be exported and or stored on and external device i.e. CD, DVD, USB storage etc.?

Q. Security

- a. Has a security impact analysis been performed on the quoted systems to ensure compliance with all state, federal and industry published standards | legislation with respect to privacy and protection of patient information. Provide detail and documentation of compliance to all appropriate international privacy legislation
- b. Describe how the quoted systems are hardened to protect against unauthorized access over a network



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- c. Do the quoted systems provide restricted access and credentialed access to the operating systems?
- d. Do the quoted systems provide restricted access and credentialed access to the operating systems?
- e. Can the quoted systems use an external identity authority (i.e. active directory, DAP, etc.?)

R. Operations and Support

- a. Is there a requirement for vendor support engineers to have remote access to the quoted systems if yes answer below
 - i. From what locations will remote support be provided from?
 - ii. Describe the remote access method used for the quoted systems
 - iii. How is remote access restricted to authorized users?
 - iv. Is an operator at the hospital required to authorize a remote session?
 - v. Are remote sessions audited?
 - vi. Does any data extracted during a remote support session contain identifiable patient information?

S. Warranty Period

- a. Provide the number of Months of warrantee for all quoted systems
- b. Provide documentation of warrantee coverage, limitations, hours of warrantee work

T. Repair/ Maintenance Support

- a. Respondent will ensure a certified service engineer trained and current on all quoted systems is located within one hour of this hospital
- b. Provide description of, and pricing for a 3 and 5-year, full service contract. Include all service coverage options including extended hours, levels of coverage, and on-site service engineer.
- c. Provide description of, and pricing for a 3 and 5-year "First Look" Shared Service Agreement w/Training, Travel, and one Biomed training annually
- d. Provide availability, engineer requirements and pricing for vendor service training



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

- e. Provide all software and hardware maintenance schedules for the quoted systems
- f. Does software maintenance for the quoted system require them to be taken out of service?
- g. Describe how the customer is notified about pending software updates or system performance issues

U. Operator Application Training

- a. Provide description of standard applications training included in purchase of system. Include duration and type of training that will be provided.
- b. Provide description pricing on additional applications training for with technologists and Physicians. Include 24-hour coverage to train all staff on all shifts.
- c. Provide description and pricing of additional applications training available, include: Periodic follow-up on-site applications training, factory site training for technologists, and online continuation training and guidance.

V. Typical Drawings and Requirements

- a. Vendor to provide typical drawings and system requirements for all quoted system

3. Project C- Remove, Purchase and Install a High Dose Rate (HDR) Brachytherapy

A. High Dose Rate After Loader, Control Panel, Computer, Printer, and UPS

- a. Describe your system's safety features for staff and patients
- b. Describe your treatment time
- c. Describe your training for staff
- d. Describe your user interface and workflow
- e. Model Name
- f. FDA approval date
- g. Country in which system is manufactured

B. System



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM

- a. Vendor will ensure that all commercially available hardware and software packages or offerings vendor brings to the local market within 12 months of the date of purchase will be supplied to customer at no additional cost.

C. Security

- a. Has a security impact analysis been performed on the quoted systems to ensure compliance with all state, federal and industry published standards and legislation with respect to privacy and protection of patient information? Provide detail and documentation of compliance to all appropriate international privacy legislation
- b. Describe how the quoted systems are hardened to protect against unauthorized access over a network
- c. Do the quoted systems provide restricted access and credentialed access to the operating systems?
- d. Do the quoted systems require a username and password to operate the system? If yes is there a limit to how many operators may be registered?
- e. Can the quoted systems use an external identity authority (i.e. active directory, DAP, etc.)

D. Operations and Support

- a. Is there a requirement for vendor support engineers to have remote access to the quoted systems if yes answer below.
- b. From what locations will remote support be provided from?
- c. Describe the remote access method used for the quoted systems
- d. How is remote access restricted to authorized users?
- e. Is an operator at the hospital required to authorize a remote session?
- f. Are remote sessions audited?
- g. Does any data extracted during a remote support session contain identifiable patient information?

E. Warranty Period

- a. Provide the number of months of warrantee for all quoted systems



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- b. Provide documentation of warrantee coverage, limitations, hours of warrantee work

F. Repair/Maintenance Support

- a. Vendor will ensure a certified service engineer trained and current on all quoted systems is located within one hour of this hospital
- b. Provide a description of, and pricing for a 3 and 5-year, full-service contract. Include all service coverage options including extended hours, levels of coverage, and on-site service
- c. Provide description of, and pricing for a 3 and 5-year "First Look" Shared Service Agreement w/Training, Travel, and one Biomed training annually
- d. Provide availability, engineer requirements and pricing for vendor service training
- e. Provide all software and hardware maintenance schedules for the quoted systems
- f. Does software maintenance for the quoted system require them to be taken out of service?
- g. Describe how the customer is notified about pending software updates or system performance issues

G. Operator Application Training

- a. Provide a description of standard applications training including the purchase of a system. Include duration and type of training that will be provided.
- b. Provide description pricing on additional applications training for with technologists and Physicians. Include 24-hour coverage to train all staff on all shifts.
- c. Provide description and pricing of additional applications training available, include: Periodic follow up on-site applications training, factory site training for technologists, and online continuation training and guidance.

H. Typical Drawings and Requirements

- a. Vendor to provide typical drawings and system requirements for all quoted system

4. Project D- Purchase and Install a Treatment Planning Software



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



A. Treatment Planning Software Must Integrate with the Chosen Linear Accelerator and CT System

- a. 3-D CONFORMAL
- b. 4-D CONFORMAL
- c. IMRT
- d. IGRT
- e. BRACHYTHERAPY
- f. IRREGULAR FIELD
- g. CONFORMAL ARC
- h. VOLUMETRIC /MODULATED ARC
- i. Describe how your system streamlines workflow and targets at risk organs reliably
- j. Describe your system's safety features for staff and patients
- k. Describe your treatment time
- l. Describe your training for staff
- m. Describe your user interface and workflow
- n. Model Name
- o. FDA approval date
- p. Country in which system is manufactured

B. System

- a. Vendor will ensure that all commercially available hardware and software packages or offerings vendor brings to the local market within 12 months of the date of purchase will be supplied to customer at no additional cost.

C. Security

- a. Has a security impact analysis been performed on the quoted systems to ensure compliance with all state, federal and industry published standards | legislation with respect to privacy and protection of patient information. Provide detail and documentation of compliance to all appropriate international privacy legislation



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- b. Describe how the quoted systems are hardened to protect against unauthorized access over a network
- c. Do the quoted systems provide restricted access and credentialed access to the operating systems?
- d. Do the quoted systems require a username and password to operate the system? If yes is there a limit to how many operators may be registered?
- e. Can the quoted systems use an external identity authority (i.e. active directory, DAP, etc.)

D. Operation and Support

- a. Is there a requirement for vendor support engineers to have remote access to the quoted systems if yes answer below
 - i. From what locations will remote support be provided from?
 - ii. Describe the remote access method used for the quoted systems
 - iii. How is remote access restricted to authorized users?
 - iv. Is an operator at the hospital required to authorize a remote session?
 - v. Are remote sessions audited?
 - vi. Does any data extracted during a remote support session contain identifiable patient information?

E. Warranty Period

- a. Provide the number of months of warranty for all quoted systems
- b. Provide documentation of warranty coverage, limitations, hours of warrantee work

F. Repair and Maintenance Support

- a. Vendor will ensure a certified service engineer trained and current on all quoted systems is located within one hour of this hospital
- b. Provide description of, and pricing for a 3 and 5-year, full service contract. Include all service coverage options including extended hours, levels of coverage, and on-site service engineer.
- c. Provide description of, and pricing for a 3 and 5-year "First Look" Shared Service Agreement w/Training, Travel, and one Biomed training annually



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

- d. Provide availability, engineer requirements and pricing for vendor service training
- e. Provide all software and hardware maintenance schedules for the quoted systems
- f. Does software maintenance for the quoted system require them to be taken out of service?
- g. Describe how the customer is notified about pending software updates or system performance issues

G. Operator Applications Training

- a. Provide a description of standard applications training included in purchase of system. Include duration and type of training that will be provided.
- b. Provide description pricing on additional applications training for with technologists and Physicians. Include 24-hour coverage to train all staff on all shifts.
- c. Provide description and pricing of additional applications training available, include: Periodic follow up on-site applications training, factory site training for technologists, and online continuation training and guidance.

H. Typical Drawings and Requirements

- a. Vendor to provide typical drawings and system requirements for all quoted system

D. TIMETABLE

Last Day for Written Clarification: **Friday, August 12, 2022, at 11:00 a.m. Atlantic Standard Time.**

E. SUBMISSION OF PROPOSAL

All interested parties shall submit their electronic submissions, ebids.proposalsTHRT@thrtvi.org no later than **Monday, August 22, 2022, at 2:00 p.m. ATLANTIC STANDARD TIME.**

Electronic submissions must include the Company's Name – Solicitation Number and Due Date in the Subject Line of the email. For Example, ABC Company, Inc. – RFP 0000-001 – March 16, 2020.

The First Page of each electronic submission must also include Company's Name – Solicitation Number and Due Date. The second page of each electronic submission must only contain the following words in red font: **“CONFIDENTIAL BID SUBMISSION”**



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



Send	From	[REDACTED]
	To	ebids.proposals@flusvi.org
	Cc	
	Subject	ABC Company, Inc.-RFP 0000-001-March 16, 2020

All electronic submissions must be received at ebids.proposalsTHRT@thrtvi.org Where proposals are sent by email, the bidder shall be responsible for their email before the date and time set for the closing of acceptance of proposals. Proposals received after the official deadline will be considered **LATE** and will **NOT** be considered for evaluation. There will be no exceptions.

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 or cancel or modify his proposal, except at the request of THRT after having been notified that said THRT had accepted the proposal.

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 THRT a written request for an interpretation thereof to Dynell R. Williams, Territorial Procurement Manager, at d.williams@thrtvi.org. THRT will not respond to questions received after the above established date. The Respondent 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 Territorial Procurement Manager shall represent and act for THRT in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit THRT to the award of a contract, nor pay any cost incurred in preparing and submitting proposals in anticipation of a contract. THRT reserves the right to reject any or all proposals and to disregard any informally and/ or irregularity in the proposal when, in its opinion, the best interest of THRT 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 substantiated.

I. ACCEPTANCE OF PROPOSAL



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



THRT will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor'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 will disqualify the applicant.

1. Organization:
 - a. Introductory letter about the respondent:
 - i. Name, address, email, and telephone numbers.
 - ii. Type of service for which individual/firm is qualified.
 - b. Current Business License or state register for the services being advertised. All Respondents bidding as a Joint Venture must be licensed as a Joint Venture in the US Virgin Islands
 - c. Current trade name registration certification; if applicable
 - d. Certificate of Good Standing dated July 1st of the current calendar, or later
 - e. Articles of Incorporation (For Corporations) or Articles of Organization for (LLC's) or Statement of Qualification (Limited Partnerships), if applicable.
 - f. Corporate Resolution or equivalent identifying the person who is authorized to act for the Respondent with respect to this RFP.
 - g. Proof of Sam.Gov registration
2. Subcontractors
 - a. Provide a listing of subcontractors that shall be retained for this project including phone numbers and contact information.
 - b. Provide what percentage of work will be subcontracted to each listed subcontractor.
 - c. If no subcontractors will be retained for this project, please indicate.
3. Project experience:
 - a. Provide a minimum of five (5) comparable projects currently being performed.
 - b. Include a brief description of each.
 - c. Indicate the percentage completed and value.
4. Staffing
 - a. Organizational Chart for ALL phases of Project.
 - b. A detailed staffing plan with the ability to provide services needed at each phase of the project is required. This plan shall include the number of personnel, roles, and



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- responsibilities of each person on the project at all phases.
- c. The staffing plan shall also include a breakdown of staff that will need to be hired and/or subcontracted and the expected tasks to be fulfilled.
5. Reference Letters: Two (2) letters minimum related to the project being solicited. To obtain maximum allotted points, each letter must:
- a. Include information about past performance on similar project from authorized representative.
 - b. Include a working telephone number; and email address to be contacted; and
 - c. Notarized.
- 6.. Project Approach:
- a. The respondent applying to this solicitation will describe how you will approach this project and availability to perform the services requested. Indicate the amount of time required to mobilize. Provide a timeline for the execution of services detailed in the RFP.
6. **The Cost Proposal must be submitted in a **SEPARATE** file. The Contractor will provide cost estimates for the following outlined services in Appendix B1-B4.**
7. Additional Required Forms:
1. Certification of Information-Appendix C
 2. Women & Minority Owned Business Enterprise Participation Plan-Appendix D
 3. GVI Non-Collusion Affidavit -Appendix E
 4. Debarment Certification Form-Appendix F
 5. Acknowledgement of any Addenda-Appendix G

K. CONFLICT OF INTEREST

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

L. ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS (Appendix H)

By submitting a proposal in response to this RFP, the Respondent agrees to accept the



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



boilerplate terms and conditions of THRT's standard Professional Services Contract, a copy of which is attached to this RFP, if the proposer is selected for award. In addition, the Respondent agrees to comply with all legal requirements to contract with THRT.

M. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

1. See attached. **ATTACHMENT II**

THE DOCUMENTS IN THE ATTACHMENT WILL BE REQUIRED FOR APPROVAL OF THE CONTRACT WITH THE SUCCESSFUL RESPONDENT.

N. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful Respondent 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 THRT as the certificate holder and additional insured via an endorsement. The public liability insurance shall have 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. Respondent must provide public liability insurance within (10) working days after award.
2. **PROFESSIONAL LIABILITY:** The successful Respondent will be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less than \$ 1,000,000.00 per each occurrence. THRT shall be listed thereon as a certificate holder but not as an additional insured. Proof of professional liability coverage must be provided within ten (10) working days after award.
3. **WORKERS' COMPENSATION:** Within ten (10) working days after award of project, the successful Respondent must submit a copy of their certificate providing that the Firm and its agents are covered by Workers' Compensation Employee's Liability.

O. DEBARMENT

By execution of an agreement, the firm certifies that it is eligible to receive grant awards using federally appropriated funds that it has not been suspended or debarred from entering into contracts with any federal agency. The firm 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."



REQUEST FOR PROPOSALS TERRITORIAL HOSPITAL REDEVELOPMENT TEAM



In the event the Firm or Subcontractor misrepresents its eligibility to receive grant awards using federal funds, the Firm or Subcontractor agrees that it shall not be entitled to payment for any work performed under the executed agreement and that the Firm or Subcontractor shall promptly reimburse THRT for any progress payments heretofore made.

If during the term of the executed agreement, the firm shall become ineligible to receive grant awards using federal funds, the agreement shall be terminated forthwith for cause, and the firm shall not be entitled to payment for any work or purchase under the agreement or Subcontractor after the effective date of ineligibility.

P. TAXES

The price proposed by Offeror(s) shall be the total consideration, inclusive of taxes, if applicable. The Offeror(s), if awarded the Contract, may be subject to gross receipt taxes, excise taxes, import taxes, or customs duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror(s) unless exempt by law. The Offeror(s) is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror(s)/Firm's tax liability.

Q. 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 THRT." Confidential Information" includes all technical business, personnel, the 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



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



its customers. Confidential information shall not include information which: (i) generally becomes 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.

R. APPENDIX A

Proposal Package Checklist

S. APPENDIX B1- B4

Bid Fee Schedule

T. APPENDIX C

Certification of Information

U. APPENDIX D

Women & Minority Owned Business Enterprise Participation Plan

V. APPENDIX E

GVI Non-Collusion Affidavit

W. APPENDIX F

Debarment Certification Form

X. APPENDIX G

Acknowledgment of any Addenda

Y. APPENDIX I

Professional Services Contract Template

Z. ATTACHMENT II



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



Mandatory List of Required Documents



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



APPENDIX A

Proposal Package Checklist

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

1. Submission of Proposal to:

ebids.proposalsTHRT@thrtvi.org

Subject line contains- **Company's Name- Solicitation Number and Due Date.**

a. Proposals to include each of the following:

- i. Table of Contents
- ii. Introductory Cover Letter – Name, Address, Email, Telephone, Type of Service for which Individual/Firm is Qualified
- iii. Commitment Statement Letter
- iv. Number of Staff Available for Assignment (Local & Out of Territory)
- v. Firm Background and Experience
- vi. Current Business License
- vii. Current Tradename Registration Certificate (if applicable)
- viii. Certificate of Good Standing
- ix. Certificate of Resolution/Memorandum Authorizing Signatory on Company Letterhead
- x. Copy of SAM.GOV Registration & DUNS Number
- xi. Articles of Incorporation/Articles of Organization/Limited Partnership Agreement
- xii. Listing of **ALL** of Vendor's Pending Litigation
- xiii. Confidential/Proprietary Information (if applicable)
- xiv. Provide at least two (2) references for work done on similar projects within the last 5 years
- xv. Technical Proposal; Describe how you will approach this project and availability to perform the services requested
- xvi. Cost Proposal in a separate file (Appendix B)
- xvii. Appendix A: Proposal Package Checklist;
- xviii. Appendix B: Bid Fee Schedule
- xix. Appendix C: Certification of Information



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- xx. Appendix D: Women and Minority-Owned Business Enterprises Participation Plan
- xxi. Appendix E: GVI Non-Collusive Affidavit
- xxii. Appendix F: Debarment Certification Form
- xxiii. Appendix G: Acknowledgement of any Addenda



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



APPENDIX B

Bid Fee Schedule- Project A-Remove, Purchase, and Install a Linear Accelerator

Task Description	Unit Cost	Cost
Equipment Price		
Freight		
Removal/Installation		
Training		
Profit		
	Subtotal	

Optional Services: Please provide a cost for each service on a separate line.

Task Description	Unit Cost
	Subtotal

Total Cost of Project is: _____

Licensed Contractor Name: _____ **Date:** _____

The undersigned Contractor acknowledges that the quantities included on the Bid Sheet are estimated values. It is the Contractor's responsibility to ascertain that the required materials and quantities are included in the Bid Sheet. Any discrepancies in calculation will be verified during the time of evaluation. (**NOTE: The price proposed by the potential bidder shall be the total consideration, inclusive of mobilization, overhead, or any expenses needed to complete the tasks above and taxes.)



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

Bid Fee Schedule-Project C- Remove, Purchase and Install a High Dose Rate (HDR) Brachytherapy

Task Description	Unit Cost	Cost
Equipment Price		
Freight		
Removal/Installation		
Training		
Profit		
	Subtotal	

Optional Services: Please provide a cost for each service on a separate line.

Task Description	Unit Cost
	Subtotal

Total Cost of Project is: _____

Licensed Contractor Name: _____ **Date:** _____

The undersigned Contractor acknowledges that the quantities included on the Bid Sheet are estimated values. It is the Contractor's responsibility to ascertain that the required materials and quantities are included in the Bid Sheet. Any discrepancies in calculation will be verified during the time of evaluation. (**NOTE: The price proposed by the potential bidder shall be the total consideration, inclusive of mobilization, overhead, or any expenses needed to complete the tasks above and taxes.)



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



Bid Fee Schedule- Project D- Purchase and Install a Treatment Planning Software

Task Description	Unit Cost	Cost
Equipment Price		
Freight		
Removal/Installation		
Training		
Profit		
	Subtotal	

Optional Services: Please provide a cost for each service on a separate line.

Task Description	Unit Cost
	Subtotal

Total Cost of Project is: _____

Licensed Contractor Name: _____ **Date:** _____

The undersigned Contractor acknowledges that the quantities included on the Bid Sheet are estimated values. It is the Contractor's responsibility to ascertain that the required materials and quantities are included in the Bid Sheet. Any discrepancies in calculation will be verified during the time of evaluation. (**NOTE: The price proposed by the potential bidder shall be the total consideration, inclusive of mobilization, overhead, or any expenses needed to complete the tasks above and taxes.)



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



APPENDIX C

Certification of Information

The undersigned, on behalf of the company named below, hereby represents and certifies to the best of their knowledge that:

- The information contained in the enclosed response is accurate and truthful as it relates to this Request for Proposal for 009-THRT-T-022 (P).
- Compliance to all applicable laws, regulations, or ordinances of applicable Federal, State, Territorial, and other governmental or regulatory agencies, which have jurisdiction, will continually be maintained.
- Unless fully disclosed in the response, the information submitted was not prepared in conjunction or cooperation with any other company and or individual.
- The firm named below unconditionally accepts all terms and conditions listed in this request for proposal, unless fully disclosed in the response.
- They have examined the Request for Proposal and related documents. They hereby submit the following Proposal for RFP-009-THRT-T-022 (P) and do all things necessary to complete the work in accordance with said documents required.
- The individual signing this form is an officer of the Firm and is authorized to sign agreements on behalf of the company.
- They agree to commence work under this contract within ten (10) days of receipt of written "Notice to Proceed" from THRT and to complete the entire work of the contract as specified substantially.
- This proposal shall hold for and may not be withdrawn for a period of thirty (30) calendar days from the Proposal due date.
- They have received all addenda to the Request for Proposal, all of the provisions and requirements of which addenda have been considered in preparation of this Proposal.
- No claim will be made on account of any increased wage, scale, material prices, taxes, insurance, cost indexes, or material prices.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



- THRT reserves the right to reject any or all bids and to waive any formality in the bidding.

Date: _____

Signed: _____

Name: _____

Title: _____

Name of Firm: _____

Organized as a (mark one):

_____ Sole Proprietorship _____ Partnership _____ Corporation Under the

Law of the State of: _____

Legal Address: _____

Telephone: _____

Facsimile: _____

Web: _____

If a corporation indicates the state of incorporation is a partnership, enumerate all partners. Current, valid Insurance Certificates and Union Cards for all trades are required for this project and must be forwarded to the Vice President, Territorial Capital Projects, for file record following award.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



APPENDIX D

Women & Minority Owned Business Enterprise Participation Plan

D.1 Subcontractor Participation Plan

Check one: Initial Plan Amended Plan

The purpose of this form is to ensure that appropriate planning and consideration go into the subcontractor utilization process and to serve as documentation of your commitment to comply with MWBE requirements for this project. Please complete and sign this form and submit it with the proposal package.

I affirm the following statements are true and accurate:

I have read and understood the MWBE requirements of the project.

I will make and thoroughly document good faith efforts to meet MWBE requirements.

This Subcontractor Participation Plan lists all subcontractors I intend to use, including non-MWBE firms. I understand the Intent to Perform as Subcontractor form, which verifies subcontractors have been contacted and intend to participate in this project, must be submitted for each contractor with this form.

I understand that I must submit an amended Subcontractor Participation Plan if there are any changes to the information provided herein.

Upon request, I will provide the Virgin Islands State Division of Homeland Security and Emergency Services (DHSES) with proof of payments made to subcontractors.

FOR CONSTRUCTION CONTRACTS ONLY

I must submit a separate Subcontractor Participation Plan for each direct subcontractor listed below who will retain second-tier subcontractors. Each direct subcontractor plan should be received prior to the date that subcontractor commences work on the project. If a direct subcontractor on this form is not subcontracting out part of its work, it must submit a Self-Perform Statement in lieu of a plan.

Authorized Person: _____

Date: _____



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



Subcontractor Information

Business Name	MWBE Certified (Y/N)	Award Amount	Services to be Provided	Anticipated Start Date

D.2 Intent to Perform as Subcontractor

Respondent/ Prime Contractor Firm		Subcontractor	
Name		Name	
Address		Address	
Phone		Phone	
Federal Id Number		Federal Id Number	
Contract/RFP Number			
Projected Start Date			
Projected Completion Date			
Work to be Performed			
Price of Work to be Performed			

Certification

The Contractor Firm hereby commits to hiring the Subcontractor, and the Subcontractor hereby affirms its intent to participate on the project. The firm must notify THRT of any changes to the information provided herein. By signing below, each party certifies that the above information is true and accurate. Providing false or misleading information shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

Prime Contractor Firm Signature

Date

Prime Contractor Firm Title

Subcontractor Signature: _____ Date _____

Subcontractor Title

D.3 Self-Perform Statement

This project has Minority and Women-Owned Business Enterprise (MWBE) goals. Any subcontracting must be reported by filling out the Subcontractor Participation Plan and submitting it to your Prime Contractor Firm. If your business is self-performing all the work assigned under this contract, an authorized representative must sign below and submit it to your Prime Contractor Firm. Signing below is an acknowledgment that if circumstances change and subcontracting does occur, a Subcontractor Participation Plan must be submitted immediately else payment may be withheld.

I have read and understand the above state, and I affirm that business (name of business) _____ will be executing 100 percent of the work assigned to it by (Prime Contractor Firm) _____ under the _____ (Project Location name) Redevelopment Project, and thus will not be subcontracting any work.

Authorized Signature: _____ Date: _____

Print Name: _____

Title



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

**APPENDIX E
GOVERNMENT OF THE VIRGIN ISLANDS
GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION
NON-COLLUSION AFFIDAVIT**

————— 0 —————

..... being duly sworn, deposes and says that –

He is [owner, partner, officer, representative, or agent] of.....

..... the Respondent that has submitted that attached bid;

- He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- Such bid is genuine and is not a collusive or sham bid;
- Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached bid or of any other Respondent, or to fix any overhead, profit or cost element of the price or the bid price of any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and
- The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of

Notary Public



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

APPENDIX F

GVI Debarment Certification Form

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

DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, and Ineligibility

- By submission of this solicitation, the Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The THRT may also exercise any other remedy available by law.
- Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative: _____

Signature _____ Date _____

Subscribed and sworn to before me on the Island of _____, this
_____ day of _____, 2022, by _____ of legal age,

(Trade or Corporation)

and personally, known to me.

(SEAL)

Notary Public



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**

APPENDIX G

Addendum Acknowledgment

RESPONDENT

Name: _____

Address: _____

Tax Identification #: _____

RESPONDENT 'S CONTACT PERSON

Name: _____

Title: _____

Telephone: _____

SCHEDULE OF ADDENDA

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

Addendum Number _____ Date _____

RESPONDENT 'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Signature: _____ Date: _____



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



APPENDIX H

Professional Services Contract Template

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Contract”) is made the ____ day of _____, 20 __, [Note: Date to be inserted by GHHFC Board Chair, who will sign last, and inserting the date s/he signs] in the Territory of the Virgin Islands, by and between the [ENTER HOSPITAL ENTITY NAME] (hereinafter “SRMC or JFLH”), a medical facility under the jurisdiction and control of the **Government Hospitals and Health Facilities Corporation** (hereinafter “GHHFC”), which in turn is a body corporate and politic constituting a public benefit corporation and public entity of the Government of the Virgin Islands (the “Government”) whose address is [4007 Estate Diamond Ruby, Christiansted, St. Croix, U.S. Virgin Islands 00821 or #9048 Sugar Estate, St. Thomas, VI 00802], by and through the **GHHFC** ([SRMC or JFLH] by and through the GHHFC shall hereinafter be referred to as the “Hospital”); and [LEGAL NAME OF CONTRACTOR], a [JURISDICTION OF FORMATION] [TYPE OF ENTITY (e.g., corporation, limited liability company)] whose address is [STREET ADDRESS] (hereinafter referred to as “Contractor”) (collectively, the Hospital and the Contractor shall be referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Hospital 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 incorporated herein; and;

WHEREAS, in furtherance of the foregoing need, the Hospital issued and published a [Request for Proposals] [SOLICITATION NUMBER] dated [DATE] along with Appendix I to the said Solicitation containing the scope of work and other pertinent requirements, and [REFERENCE ANY MODIFICATIONS TO THE SOLICITATION by modification number and date] (collectively, the [“RFP”]), all of which are incorporated herein by reference; and

WHEREAS, as a result of the competitive procurement process conducted in conformity with applicable law including the Hospital’s standard procurement policy, the Contractor’s [Proposal] submitted in response to the [RFP] (the [“Contractor’s Proposal”]), which is incorporated herein by reference, was selected for the [DESCRIPTION] work which is the subject of the [RFP] and this Contract (the “[DESCRIPTION] Work”); and

WHEREAS, the Hospital wishes to enter into a contract for the [DESCRIPTION] Work, all in strict accordance with the technical specifications and all engineering drawings, maps, and plans referred to or set forth as part of the [RFP]; and as further set forth in the provisions of **Addendum I (General Provisions)**, **Addendum II (Termination of Contracts)**, **Addendum III (Compensation)**, **Addendum IV (FEMA Rider)**, and **Addendum V (HUD Rider)** attached hereto and incorporated as part of this Contract by reference, as well as relevant portions of the Contractor’s [Proposal] to the extent the same are consistent with the foregoing; and

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

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:

CONTRACT NUMBER: TB-[HOSPITAL ENTITY]-[CURRENT FISCAL YEAR]-[NUMBER]

1. SERVICES

The Contractor shall supply all necessary labor and materials and construct the services described in **Addendum I (Scope of Work)** in a timely and work manlike manner as further provided herein and made part of this Contract.

2. TERM

This Contract shall commence upon execution by the Parties. The term of this Contract shall expire [DATE] unless extended or terminated pursuant to the terms hereof. No work is authorized or subject to compensation hereunder unless and until this Contract have been fully executed by the Parties.

3. COMPENSATION

(A) Fixed Fee for Services [If hourly, modify subhead to **Fee for Services** and set forth the hourly compensation terms; there should be a cap on the total amount; and the Compensation addendum should include a schedule of specific deliverables]

The Hospital, in consideration of the satisfactory performance of the services described in **Addendum I (Scope of Work)**, agrees to pay Contractor a [fixed fee] in the amount of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) (the ["Fixed Fee"]) in accordance with the provisions set forth in **Addendum II (Compensation)**, attached hereto and incorporated herein.

(B) Travel Expenses Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the JFL 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 JFL. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of JFL, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

[If no expenses allowed, modify to state that the compensation includes all expenses]

In addition to the ["Fixed Fee"] set forth above, Contractor shall be reimbursed, on an actual cost basis for ordinary out of pocket travel expenses reasonably necessary to the timely performance of its obligations hereunder, for trips which have been authorized in advance by the Hospital in writing. The total expense reimbursement hereunder shall be subject to a cap of [AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS]) and the following restrictions: (i) any air travel shall be booked at the lowest available main cabin fare and in advance to minimize cost; (ii) any hotel accommodations shall be for standard rooms at non-luxury hotels; (iii) any ground transportation costs shall be at published taxi fare rates of the Virgin Islands Taxi Commission or for the rental of standard non-premium class vehicles and associated fuel charges; (iv) any meals shall be at non-luxury establishments; (v) the amount of any reimbursement for hotel lodging, meals and incidentals shall not exceed the per diem rates in effect at the time the charge was incurred as set by the U.S. Department of Defense through the General Services Administration for St. Thomas, St. John, or St. Croix, as applicable; and (vi) costs shall conform

to the Cost Principles for federally funded projects set forth at Subpart E of Title 2 of the Code of Federal Regulations.

(C) Contract Price

As more fully set forth above, for purposes of this Contract, the total compensation hereunder, including expenses, shall not exceed the amount of **[AMOUNT in WORDS] Dollars (\$[AMOUNT in NUMBERS])** (the "Contract Price").

4. INVOICES AND RECORDS

Contractor shall maintain fully documented and precise records of all tasks performed in sufficient detail to enable the Hospital to verify compliance with the Scope of Work and shall submit its duly completed invoices, which shall include an itemization of all expenses and copies of all expense receipts, no more frequently than once per month. **[If no expenses, delete expenses and receipts clause]**

5. PROFESSIONAL STANDARDS

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

6. DOCUMENTS, PRINTOUTS, ETC.

Certified copies of 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 Hospital and shall be turned over to it at the termination of this Contract, or at the Hospital's request, during the life of the 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 Hospital.

7. ASSIGNMENT; SUBCONTRACTORS

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

8. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the Hospital as defined above 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 the Hospital, expressly including the GHHFC, or the Government generally 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 Hospital, GHHFC or the Government.

9. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status.

10. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

11. 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.

12. ENTIRE AGREEMENT

This Contract, including the provisions of Addendum I (Scope of Work), Addendum II (Compensation), Addendum III (General Provisions), Addendum IV (Termination of Contracts), Addendum V (FEMA Rider), and Addendum VI (HUD Rider), all of which are attached hereto and incorporated herein by reference, as well as relevant provisions of the [RFP] and Contractor's [Proposal] which are also incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior understandings or communications, written or oral, with respect to subject matter of this Contract are merged herein. In the event of a direct conflict between the [Proposal] and the [RFP], the terms of the [RFP] shall be controlling, and in the event of a direct conflict between the [RFP] and this Contract, the terms of this Contract shall be controlling.

13. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms, hereof, the Hospital will have the right to withhold out of any payment due to Contractor, such sums as the Hospital may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Hospital may apply such sums in such manner as the Hospital may deem proper to secure itself or to satisfy such claims. The Hospital will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

14. CONDITION PRECEDENT

This contract shall be subject to the availability and appropriation of funds and to the approval or ratification of the Board of Directors of GHHFC.

15. TERMINATION

The Hospital shall have the general right to terminate this Contract with or without cause or for convenience on ten (10) calendar 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.

16. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Hospital, in part, whenever the Hospital shall deem such termination advisable or convenient. This partial termination shall be effected by ten (10) 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 ten (10) day notice.

17. 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, age, religion, disability or national origin.

18. 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.

19. EFFECTIVE DATE

The effective date of this Contract shall be the date all Parties have fully executed the Contract (the "Effective Date").

20. 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 following officer, or authorized successor thereof, of the parties or as follows:

to the Hospital: Christopher E. Finch
Board Chair
Government Hospitals and Health Facilities Corporation
4007 Estate Diamond Ruby
Christiansted, St. Croix, U.S. Virgin Islands 00821

with copies via email to: christoperefinch@gmail.com
[current JFLH or SRMC CEO email address]
[current JFLH or SRMC Legal Counsel email address]
[THRT Executive Director email address]
lorinkleeger@gmail.com

to the Contractor: [NAME]
[TITLE]
[ADDRESS]

with a copy via email to: [CONTRACTOR'S EMAIL ADDRESS]

Notice which is hand delivered shall be deemed given upon delivery. Notice which is mailed shall be deemed given three (3) days following deposit in the U.S. Mail, postage prepaid. Email copies shall be deemed provided upon transmission. A party may change the person or address for notice hereunder by providing notice pursuant to this provision.

21. LICENSURE

The Contractor covenants that it has:

- (A) obtained 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 further represents that it is authorized to do business in the Territory under the corporate and licensing laws of the United States Virgin Islands and has provided the Hospital with proof of same in the form of a valid Virgin Islands business license in the company name of Contractor. Contractor further covenants that as a condition of continued payment hereunder, it shall maintain a valid business license at all times while performing work hereunder. Any subcontractors approved by the Hospital pursuant to the terms of this Contract shall be duly licensed as a condition of approval of any subcontract and payment for any work performed thereunder.

22. 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 on the formal Notice to Proceed or as soon as possible thereafter and to complete the work within the number of days specified herein or as extended in accordance with the General Provisions of this Contract. The work shall be done under the direct supervision of the Hospital or its contractor retained for the purpose of managing the construction hereunder, and 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 construction permit or permits.

23. 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 Hospital the right to terminate this Contract immediately without penalty or further obligation to Contractor.

24. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Hospital or 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.

25. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds and that the Government and the Hospital are recipients of 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.

26. CONTRACT PROVISIONS FOR FEMA OR HUD FUNDING

Contractor acknowledges that this Contract may be funded in whole or in part with federal funds administered by the Federal Emergency Management Agency (FEMA) subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (the “Stafford Act”) or by local matching funds or other local or federal public sources, including without limitation Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds administered by the United States Department of Housing and Urban Development (HUD), and this Contract is subject to availability and approval of such funding. To the extent the same may be applicable, the Contractor shall comply with all relevant provisions and execute and provide any further compliance certifications and such related documentation as may be appropriate or mandated under local and federal law, regulations and implementing guidance as well as all program-specific requirements as administered by FEMA, HUD, the Virgin Islands Territorial Emergency Management Agency (VITEMA), the Office of Disaster Recovery of the Virgin Islands Public Finance Authority, the Virgin Islands Housing Finance Authority (VIHFA), or other relevant local or federal administering agency in connection with Stafford Act or CDBG-DR funding and any related or supplemental federal or local funding, as the same may be revised and updated from time to time, including but not limited to relevant provisions of 2 C.F.R. Part 200, as well as the specific compliance requirements and flow-down clauses set forth in Appendix II of 2 C.F.R. Part 200, along with the additional terms and conditions of **Addendum V (FEMA Rider)** and **Addendum VI (HUD Rider)**, both of which are attached hereto and incorporated herein by reference, to the extent applicable.

27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Contractor shall respect and abide by all federal and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Contract. Contractor agrees to adhere to policies and procedures adopted by the Hospital

and all federal requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the privacy, security, and use of protected health information.

28. CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) COMPLIANCE

In performing its obligations hereunder, Contractor shall comply with all laws, regulations and policies administered by the Centers for Medicare & Medicaid Services (CMS). To the extent applicable, all work performed hereunder shall conform to relevant CMS standards, and the Contractor shall maintain compliance documentation for any and all relevant components or systems of design, testing, performance, and commissioning of the project which is the subject of this Contract and provide such documentation within the time period specified by the most current version of the codes and regulations that govern such component or system.

29. AUTHORIZATION

By signing below, the signatories represent that they are duly authorized to bind the entity on behalf of which they execute this Contract as provided herein.

30. INSURANCE

Throughout the term of this Contract, Contractor shall pay all premiums for and maintain in effect, with a responsible insurance company or companies acceptable to the Hospital and authorized to do business in the Territory, policies of insurance in a form acceptable to the Hospital for the benefit of the Hospital (specifically covering the SRMC and the GHHFC) and Contractor, as their interests may appear, for the following types of insurance with minimum amounts as indicated, and Contractor agrees to a waiver of subrogation against the Hospital and the Government for any and all matters related to an insured loss:

- (A) Workers' Compensation in an amount and type specified by the laws of the Territory;
- (B) 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.
- (C) Commercial General Liability insurance, with coverage on an occurrence basis, for 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 both coverages being in a sum of at least One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; such insurance to also include coverage for completed operations;
- (D) 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

- (E) Such other types of insurance and such additional amounts of insurance as, in the Hospital's judgment, are necessitated by good business practice.

Prior to starting any work under this Contract but in no case later than ten (10) calendar days after the Effective Date, Contractor shall provide the Hospital with a certificate of insurance which confirms that Contractor has the above coverages, names the Hospital (specifically including SRMC and GHHFC) as an "Additional Insured" and states that the Contractor shall be notified thirty (30) days prior to any cancellation or non-renewal of any such coverage. A complete certified copy of each policy shall also be sent to the Hospital within thirty (30) days of the Effective Date of the Contract.

31. LIABILITY FOR GOVERNMENT COSTS RESULTING FROM DESIGN ERRORS OR DEFICIENCIES

Architect-Engineer contractors shall be responsible for the professional quality, technical accuracy, and coordination of all services required under their contracts. A firm may be liable for Government costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an architect-engineer contract, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the architect-engineer contractor may be reasonably liable. The contracting officer shall enforce the liability and issue a demand for payment of the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the Government's interest. The contracting officer shall include in the contract file a written statement of the reasons for the decision to recover or not to recover the costs from the firm. **[Only use this clause for A-E contracts]**

32. RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR [Only use this clause for A-E contracts]

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- (b) Neither the Government's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.
- (c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

33. COUNTERPARTS

This Contract may be executed in counterpart copies, which together shall constitute a fully executed agreement. Counterparts may be delivered via fax, e-mail (including pdf of any electronic signature complying with the provisions of 15 U.S.C. §§ 7001 et seq. and 11 V.I.C. §§ 101-120) and any counterparts so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes and treated in all respects as an original instrument bearing original signature.

**REMAINDER OF PAGE INTENTIONALLY LEFT
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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year written below.

WITNESS:

[HOSPITAL ENTITY] by and through the GOVERNMENT
HOSPITALS AND HEALTH FACILITIES
CORPORATION

By: _____

Date: _____

Christopher E. Finch,
Government Hospitals and Health
Facilities Board Chair

[FULL LEGAL NAME OF CONTRACTOR]

By: _____

Date: _____

[NAME]
[TITLE]

**Addendum I
(Scope of Work)**

Addendum II (Compensation)

[INSERT COMPENSATION SCHEDULE: note that compensation should be tied to specific deliverables; there should be a correspondence between the price and the value/effort required for each deliverable; a timetable for performance should also be incorporated as applicable.]

Invoicing:

- A. The Contractor shall submit invoices for payment upon completion of each task.
- B. All invoices should include:
 - a. The Contract number;
 - b. Date invoice was generated;
 - c. Invoice number;
 - d. Task description;
 - e. Date task was completed;
 - f. Total amount owed for the invoice period; and
 - g. Signed by authorized personnel.
- C. Upon review of the invoice, [HOSPITAL ENTITY] shall promptly pay Contractor within thirty (30) days of receipt of all approved invoices.

Example of Payment Process Using Disaster Recovery Funds (FMEA and CDBG):

- 1. Contractor Prepares Pay App
 - a. Schedule of values less 10% retainage
 - b. Example: Pay App total = \$100.00
 - c. 10% retainage = (\$10.00)
 - d. Total Payment due vendor = \$90.00
 - e. Contractor Submit Payment of =\$90.00
- 2. Hospital Processes Payment of \$90.00 and submits to VITEMA
- 3. VITEMA approves the payment amount of \$90.00. Pursuant to the 90/10 (FEMA/Local GVI Match)
 - a. Payment is further split as follows:
 - i. 90% Federal Funds =\$81.00
 - ii. 10% Local Match (CDBG Funds) = \$9.00 (payment will be made once the project is 50% completed)
- 4. VITEMA submits to the Department of Finance (DOF) for issuance of payment in the amount of = \$81.00
- 5. DOF issues check to the Hospital in the amount of \$81.00
- 6. Hospital issues check directly to the Vendor for = \$76.95 (95% of the \$81.00)
- 7. Hospital issues check to BIR on behalf of the Vendor for =\$4.05 (5% GRT)

Addendum III (General Provisions)

General Provisions

The following provisions shall govern the Contract to the extent applicable:

1. DEFINITIONS

The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Hospital or his or her designee, and includes the duly appointed successor of the person executing this contract or his or her designee, or the duly authorized representative of the Hospital.

2. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned or both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detail drawings and other information as he or she may consider necessary, unless otherwise provided.

3. CHANGES

(a) The Contracting Officer may, at any time, without notice to any sureties, by written order designated or indicated to be a change order, make any change in the work in the general scope of the contract, including but not limited to changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the method or manner of performance of the work;
- (iii) In the furnished facilities, equipment, materials, services, or site; or
- (iv) directing acceleration in the performance of the work;

Provided, however, that notwithstanding the foregoing, any change which causes an increase in the Contract Price shall be subject to approval or ratification by the GHHFC Board and the availability and

appropriation of funds.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation, or determination) from the Contracting Officer, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required. And provided further, that in case of defective specifications for which the Hospital is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, it must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Hospital. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

4. DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if he or she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Hospital in its discretion.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5. TERMINATION FOR DEFAULT-- DAMAGES FOR DELAY--TIME EXTENSIONS

(a) If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Hospital may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there has been delay. In such event the Hospital may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and other items as may be on the site of the work as necessary therefor. Regardless of whether the Contractor's right to proceed with the work is terminated, the Contractor and his sureties shall be liable for any damage to the Hospital resulting from its refusal or failure to complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the contract and if the Hospital so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned by the Hospital in completing the work.

(c) If fixed and agreed liquidated damages are provided in the Contract and if the Hospital does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and

without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Hospital or the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from the unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract,) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of any delay and the extent the time for completing the work when, in his or her judgment, the findings of facts justify such an extension, and the findings of fact of the Contracting Officer shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for the convenience of the Hospital, be the same as if the notice for termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Hospital, the contract shall be equitably adjusted to compensate for such termination and the contract modified; accordingly, failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Hospital provided in this clause are in addition to any other rights and remedies provided by law of under this contract.

6. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chair of the GHHFC. The decision of the Chair or his or

her duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limited judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: **Provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

7. PAYMENTS TO CONTRACTOR

(a) The Hospital will pay the Contractor the price as hereinafter provided.

(b) The Hospital will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on a percentage completion basis, less retainage. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis of determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize any material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the Contractor furnishes satisfactory evidence that it has acquired title to such material and that it will be utilized on the work covered by this Contract.

(c) In making any progress payments hereunder, there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after fifty percent (50%) of the work has been completed, finds that satisfactory progress is being made, he or she may but is not required to authorize any of the remaining progress payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he or she considers the amount retained to be in excess of the amount adequate for the protection of the Hospital, at his or her sole discretion,

may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, phase, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage at the sole discretion of the Contracting Officer.

(d) All material and work or work product covered by progress payments made shall thereupon become the sole property of the owner of the premises, expressly subject to any interest therein of the federal or local government or any instrumentality thereof as a result of the use of federal funding or local funds in connection therewith, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or a waiving of the right of the Hospital to require fulfillment of all the terms of the Contract.

(e) Upon completion and acceptance of all work, the amount due to the Contractor under this contract shall be paid upon the presentation of a properly executed voucher or invoice and after the Contractor shall have furnished the Hospital with the required closeout documentation including without limitation a release, if required by the Hospital, of all claims against the Hospital or the Government arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 203, 41 U.S.C. § 15), a release may also be required of the assignee.

8. ASSIGNMENT OF CLAIMS

(a) If this contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due to the Contractor from the Hospital under this contract may be assigned to a bank, trust company, or other financial institution, including any federal lending agency and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any monies due to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff.

9. MATERIAL AND WORKMANSHIP

(a) Unless otherwise specifically provided in this Contract, all equipment, material and articles incorporated into the work covered by this contract are

to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article or process which, in the judgment of the Contracting Officer is equal to that named. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the work. When required by this contract or when called for by the Contracting Officer, the Contractor shall furnish the Contracting Officer for approval full information concerning the material or articles which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval.

(b) All work under this Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the Contractor to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

10. INSPECTION AND ACCEPTANCE

(a) Except as otherwise provided in this Contract, inspection and testing by the Hospital of material and workmanship required by this Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspections or testing, such inspection or testing shall be conclusive as to whether the material involved conforms to the Contract requirements. Such off-site inspection or testing shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Hospital after acceptance of the completed work under the terms of paragraph (f) of this clause, except as hereinabove provided.

(b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Hospital not to conform to the Contract requirements, unless in the public interest the Hospital consents to accept such material or workmanship with an appropriate adjustment in contract price. The

Contractor shall promptly segregate and remove rejected material from the premises.

(c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Hospital (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with clause 5 of these General Provisions.

(d) The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and testing as may be required by the Contracting Officer. All inspection and testing by the Hospital shall be performed in such manner as not unnecessarily to delay the work. Special, full size and performance tests shall be performed as described in this contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(e) Should it be considered necessary or advisable by the Hospital at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or non-conforming in any material respect, due to the fault of the Contractor or its subcontractors, Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall, in addition, be granted a suitable extension of time.

(f) Unless otherwise provided in this contract, acceptance by the Hospital shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Hospital's rights under any warranty or guarantee.

11. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress, with authority to act for the Contractor.

12. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Hospital, be responsible for obtaining any and all necessary licenses and permits of any kind or nature whatsoever, and for complying with any applicable federal or local laws, codes and regulations, in connection with the prosecution of the work hereunder. The Contractor shall not perform work before any necessary licenses and permits are in place. The Contractor shall be similarly responsible for all damages to persons or property that may occur as a result of its fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

13. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to the Hospital. The Hospital assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations are expressly stated in the contract.

14. OTHER CONTRACTS

The Hospital may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Hospital employees or agents and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Hospital employees or agents.

15. INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify the Hospital (specifically including the GHHFC) and the Government of the Virgin Islands generally, along with the officers, directors, agents and employees of any of the foregoing, against liability, including costs and expenses, arising out of the performance of this contract or out of the use or disposal by or for the account of the Hospital of supplies furnished or construction work performed hereunder.

16. ADDITIONAL BOND SECURITY

If any surety upon a bond furnished in connection with this contract becomes unacceptable to the Hospital, or if any such surety fails to furnish reports as to the Contractor's financial condition from time to time as requested by the Hospital, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Hospital and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting lawful payments to bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. Contractor further warrants that no payments have been made or are due which would violate any local or federal law with respect to kickbacks, lobbying, conflicts of interest or false claims. For breach or violation of this warranty, the Hospital shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. OFFICIALS NOT TO BENEFIT

No member of the Legislature or members of Congress shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

19. UTILIZATION OF APPRENTICES OR TRAINEES & SMALL BUSINESS CONCERNS

(a) It is the policy of the Hospital as declared by the Legislature and Congress that a fair portion of the purchases and contracts for suppliers and services for the Hospital be placed with small business concerns, minority business enterprises, and women's business enterprises.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to duly licensed small business, minority business, and women's business enterprise concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

(c) To the extent applicable to this Contract, Contractor shall hire, in addition to any other employee he may retain, apprentices or trainees or both for the performance of the work hereunder, the total number of which shall be determined by the Director of the Division of Apprenticeship and Training upon the basis of one (1) Apprentice (or Trainee) for the first

journeyman steadily employed, and one (1) additional Apprentice (or Trainee) for every two (2) additional Journeymen steadily employed.

(d) To the extent applicable, within ten days of the execution of this Agreement the Contractor shall submit to the Division of Apprenticeship and Training, and to the Contracting Officer, a list of the occupations for which Journeymen will be required in the performance of this contract.

(e) To the extent applicable, veterans of the U.S. Armed Forces shall be given priority with respect to the hiring of Apprentices and Trainees.

(f) Failure of the Contractor to comply with the aforesaid provisions of this section shall be a material breach thereof.

20. SUSPENSION OF WORK

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt any part of all of the work for such period of time as the Contracting Officer may determine to be appropriate for the convenience of the Hospital, for any reason.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of this contract or by his failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment may be made, in the sole discretion of the Hospital, for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

(c) No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order) and (2) unless the claim in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption but not later than the date of final payment under the contract.

21. WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that the work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of its

subcontractors and suppliers at any level. Such warranty shall continue for a period of one year from the date of final acceptance of the work, but with respect to any part of which the Hospital takes possession of prior to final acceptance, such warranty shall continue for a period of one year from the date the Hospital takes possession. Under this warranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at its own expense any damage to the Hospital or to Government owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also warrant to restore any work repaired or replaced hereunder, running for a period of one year from the date of repair or replacement.

(b) The Hospital shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof, the Hospital shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage, at the Contractor's expense.

(d) In addition to the rights and remedies provided by this clause, all subcontractor, manufacturer, and supplier warranties expressed or implied, respecting any work and materials shall, at the direction of the Hospital, be enforced by the Contractor for the benefit of the Hospital. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the Hospital or the Government to enforce a subcontractor, manufacturer, or supplier warranty shall be at the expense of same. The Contractor shall obtain any warranties which any subcontractor, manufacturer, or supplier would give in normal commercial practice.

(e) If directed by the Contracting Officer, the Contractor shall require any such warranties to be executed to the Hospital or the Government, as their interests may appear.

(f) Notwithstanding any other provisions of this clause, unless such a defect is caused by the negligence of the Contractor or its subcontractor(s) or supplier(s) at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Hospital nor for the repair of any damage which results from any such defect in Hospital-furnished material(s) or design(s).

(g) The warranty specified herein shall not limit the Hospital's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistake, or fraud.

**Addendum IV
(Termination)**

TERMINATION OF CONTRACTS

CONVENIENCE OF THE HOSPITAL

- (a) The performance of work under this contract may be terminated by the Hospital in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Hospital. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall, to the extent the same may be applicable:
 - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;

 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;

 - (iii) terminate all orders and subcontracts to the extent they relate to the performance of work terminated by the Notice of Termination;

 - (iv) assign to the Hospital, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Hospital shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

 - (vi) transfer title and deliver to the Hospital in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, documents, information, and other property which, if the contract had been completed, would have been required to be furnished to the Hospital.

- (vii) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, and property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Contracting Officer and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Hospital to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract of paid in such other manner as the Contracting Officer may direct;
 - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (ix) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the federal or local Government or the Hospital has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he or she may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him or her, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined, subject to the approval of the Chief Financial Officer of the Hospital.
- (d) Subject to the provisions of paragraph (c) the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d).

- (e) In the event of a failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall pay to the Contractor the amounts determined by him or her as follows, but without duplication of amounts agreed upon in accordance with paragraph (d):
- (i) for completed supplies, materials and equipment or services accepted by the Hospital (or sold or acquired as provided in paragraph (b)(vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
 - (ii) the total of --
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e)(i) hereof;
 - (B) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of any subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with protection or disposition of property allocable to this contract.

Addendum V (FEMA Rider)

STAFFORD ACT PUBLIC ASSISTANCE GRANT COMPLIANCE

This Contract may be funded, in whole or in part, under a Public Assistance grant made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 ("Stafford Act"). To the extent the same may be applicable to the performance of the Contractor's obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract:

Equal Employment Opportunity

In compliance with the provisions of 41 C.F.R. Part 60-1.4(b), to the extent the same may apply hereto, during the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the

employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Hospital further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Government which does not participate in work on or under the Contract.

The Hospital agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Hospital further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Hospital agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the relevant grant recipient hereunder shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The Contractor agrees to report each violation to the Hospital and understands and agrees that the Hospital will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This Contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Hospital. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Hospital, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C throughout the period of this Contract, and further agrees to include a provision requiring such compliance in any of its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

CONTRACT NUMBER: TB-[JFLH OR SRMC]-[CURRENT FISCAL YEAR]-[NUMBER]

Under the provisions of 31 U.S.C. § 1352 (as amended), contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. By executing this Contract, the Contractor hereby specifically adopts and endorses the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction

CONTRACTOR INITIALS: _____

was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By execution of this Contract, the Contractor expressly certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Procurement of Recovered Materials

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (A) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (B) Meeting Contract performance requirements; or
- (C) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the Government and any relevant recipient agency, the Hospital, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives’ access

to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Hospital and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

U.S. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

Addendum VI (HUD Rider)

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) COMPLIANCE

This Contract may be funded, in whole or in part, from a grant by the United States Department of Housing and Urban Development (“HUD”). To the extent the same may be applicable to the performance of the Contractor’s obligations under this Contract, the following required funding provisions are incorporated as terms and conditions of the Contract. In addition, the Contractor and any subcontractor hereunder shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hud.gov/sites/documents/4010.PDF>.

Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

Statutory and Regulatory Compliance

Contractor and any subcontractors hereunder shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), Pub. Law 115-123, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

Breach of Contract Terms

The Hospital reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the Contractor or any of its subcontractors violate or breach any Contract term. If the Contractor or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Reporting Requirements

The Contractor and any subcontractors hereunder shall complete and submit all reports, in such form and according to such schedule, as may be required by the Hospital, and shall cooperate with all Hospital efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

Access to Records

The Government or a relevant agency or instrumentality thereof, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be retained and made available for inspection for a period of at least three (3) years following the date of final payment and close-out of all pending matters related to this Contract.

Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms

The Contractor and any subcontractor hereunder will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

(A) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(B) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(C) Dividing total requirements, when

economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

(D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(E) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

Energy Efficiency

The Contractor and any subcontractor hereunder shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Title VI of The Civil Rights Act of 1964

The Contractor and any subcontractor hereunder shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing And Community Development Act of 1974

The Contractor and any subcontractor hereunder shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under said title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as

provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 504 of the Rehabilitation Act of 1973

The Contractor and any subcontractor hereunder shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations. The Contractor and any subcontractor hereunder agree that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

Age Discrimination Act of 1975

The Contractor and any subcontractor hereunder shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Debarment, Suspension, and Ineligibility

The Contractor and any subcontractor hereunder represent and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

Conflicts of Interest

The Contractor and any subcontractor hereunder shall notify the Hospital as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor and any subcontractor hereunder shall explain the actual or potential conflict in writing in sufficient detail so that the Hospital is able to assess such actual or potential conflict. The Contractor and any subcontractor hereunder shall provide the Hospital any additional information necessary for the Hospital to fully assess and address such actual or potential conflict of interest. The Contractor and any subcontractor hereunder shall accept any reasonable conflict mitigation strategy employed by the Hospital, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

Subcontracting

All subcontracting, including the selection of any subcontractor, must be approved in advance in writing by the Hospital pursuant to the Contract provisions. When subcontracting, the Contractor and any subcontractor hereunder, as and where applicable, shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (A) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (B) Requiring unnecessary experience and excessive bonding;
- (C) Noncompetitive pricing practices between firms or between affiliated companies;
- (D) Noncompetitive awards to consultants that are on retainer contracts;
- (E) Organizational conflicts of interest;
- (F) Specifying only a brand name product instead of allowing an or equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (G) Any arbitrary action in the procurement process.

The Contractor and any subcontractor hereunder represent to the Hospital that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

Assignability

Neither the Contractor nor any subcontractor shall assign any interest in this Contract or transfer any interest in the same (whether by assignment or novation) without prior written approval of the Hospital.

Copeland “Anti-Kickback” Act (applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat.

108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c).

The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Contract Work Hours and Safety Standards Act (applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor and any subcontractor hereunder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by the Contractors or any subcontractor shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and any subcontractors shall comply with all regulations issued pursuant to the said Act and with other applicable Federal laws and regulations pertaining to labor standards.

Davis-Bacon Act (applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor and any subcontractor hereunder shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by the Contractors or any subcontractor, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

Termination for Cause or Convenience

The provisions set forth in the body of the Contract and any termination addendum shall govern termination of this Contract, in whole or in part, for cause or convenience.

Section 503 of the Rehabilitation Act of 1973 (applicable to contracts exceeding \$10,000)

The Contractor and any subcontractor hereunder shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793) as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

(A) Neither the Contractor nor any subcontractor hereunder will discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor and any subcontractor agree to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (1) Recruitment, advertising, and job application procedures;
- (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (3) Rates of pay or any other form of compensation and changes in compensation;
- (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) Leaves of absence, sick leave, or any other leave;
- (6) Fringe benefits available by virtue of employment, whether or not administered by the Contractor or any subcontractor;
- (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) Activities sponsored by the contractor including social or recreational programs; and
- (9) Any other term, condition, or privilege of employment.

(B) The Contractor and any subcontractor hereunder agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(C) In the event of the Contractor's or any subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the

rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(D) The Contractor and any subcontractor hereunder agree to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the obligation of the Contractor and any subcontractor hereunder under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor and any subcontractor hereunder must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor and any subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

(E) The Contractor and any subcontractor hereunder will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor or any subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(F) The Contractor and any subcontractor hereunder will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor and any subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Executive Order 11246 (applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor and any subcontractor hereunder shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).

During the performance of this Contract, the Contractor and any subcontractor hereunder agree as follows:

(A) The Contractor and any subcontractor hereunder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor and any subcontractor hereunder shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(B) The Contractor and any subcontractor hereunder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor and any subcontractor hereunder shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Contractor and any subcontractor hereunder will, for all employees placed by or on behalf of the Contractor or any subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(D) The Contractor and any subcontractor hereunder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's or subcontractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor and any subcontractor hereunder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(F) The Contractor and any subcontractor hereunder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(G) In the event of the Contractor's or any subcontractor's non-compliance with the non-discrimination clause of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor and/or subcontractor, as applicable, may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Contractor and any subcontractor hereunder shall incorporate the provisions of (A) through (G) above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on the Contractor and any subcontractor. The Contractor and any subcontractor hereunder will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor and/or subcontractor, as applicable, may request the United States to enter into such litigation to protect the interests of the United States.

Certification of Nonsegregated Facilities (applicable to construction contracts exceeding \$10,000)

The Contractor and any subcontractor hereunder certify that they do not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained, and certify further that they will not maintain or provide for employees any segregated facilities at any of their establishments, and it will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The Contractor and any subcontractor hereunder agree that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating

areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Certification of Compliance with Clean Air and Water Acts (applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Hospital, the following:

(A) A stipulation by the Contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

(B) Agreement by the Contractor and any subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as any other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(C) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of

Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

(D) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

Lobbying (applicable to contracts exceeding \$100,000)

By executing this Contract or any subcontract hereunder, the Contractor and any subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3 of the Housing and Urban Development Act of 1968 (as required by applicable thresholds)

(A) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The Parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(C) The Contractor and any subcontractor hereunder agree to send to each labor organization or representative of workers with which the Contractor or any subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

(E) The Contractor and any subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor or subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor and any subcontractor's obligations under 24 C.F.R. part 135.

(F) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(G) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section



REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM



ATTACHMENT I

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH THE
GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state or IRS 501(c)(3) certification for non-profits.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate)
3. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract.
4. Proof of Workman's Compensation Coverage/ Government Insurance Coverage (required if the Contractor will be physically working in the Territory and employee locals)
5. **Corporations (Co., Corp., Inc., or Ltd.)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Virgin Islands Certificate of Good Standing (valid from July 1st thru June 30th), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
6. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Virgin Islands Certificate of existence (valid from July 1st thru June 30th), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
7. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)



**REQUEST FOR PROPOSALS
TERRITORIAL HOSPITAL
REDEVELOPMENT TEAM**



8. Limited Partnerships (L.P/ LLP/ LLLP)

- a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
- b. Tradename Certificate if company uses a tradename (valid for two years)
- c. Virgin Islands Certificate of Existence (valid from July 1st thru June 30th), **for Companies doing business with the VI Government, their Certificate of Good Standing should be current in the State of which they are operating out of.**
- d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

9. Sole Proprietorship

- a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in Nos. 5-9 are specific to each organization type and are required in addition to the documents listed in Nos. 1-4. Documents listed in No. 4 applies only to professional services contacts where the Government will rely on the advice and services of the Contractor in its decision-making processes.