

**Government of the Virgin Islands  
RFP SELECTION COMMITTEE RATING FORM**

LOCATION: TEAMS  
EVALUATION FACTORS (PROFESSIONAL SERVICES)

RESPONDENT: \_\_\_\_\_

**Directions: In the spaces provided, assign numerical values to each evaluation factor. Comments are mandatory.**

<b>I. QUALIFICATION (22 TOTAL POINTS)</b>	<b>PTS</b>	<b>COMMENTS</b>
<b>(A) FIRM BACKGROUND (3 pts: 1.5 pts each)</b> _____ Names, address, email, and telephone numbers _____ Type of service for which individual /firm is qualified		
<b>(B) CORPORATE DOCUMENTS 6 pts: 1 pt. each)</b> _____ Business License or State Register for Services being advertised _____ Articles of Incorporation (For Corporations or Article of Organization for (LLC's) or Statement of Qualifications (Limited Partnerships), <i>if applicable</i> _____ Current Tradename Registration Certificate, <i>(if applicable)</i> _____ Certificate of Good Standing dated July 1, 2024 or later _____ Copy of Certificate of Resolution/Memorandum Authorizing Signatory on company letterhead and signed/attested by secretary or all members _____ Copy of Sam.gov registration and DUNS number		
<b>(C) SUB-CONTRACTOR (5 pts: 2.5 pts each)</b> _____ Listing of Sub-contractors retained for this project including phone numbers with copy of written statements of agreement from subcontractors _____ Provided the percentage of work that will be retained for each sub-contractor		
<b>(D) STAFFING (8 pts: Personnel-3 pts; Org. Chart-1 pt.; Expertise-4pts)</b> _____ Key Personnel _____ Organizational Chart _____ Expertise		
<b>II. PROJECT APPROACH (37 TOTAL POINTS)</b>	<b>PTS</b>	<b>COMMENTS</b>
<b>(A) TECHNICAL RESPONSE (30 pts)</b> _____ Narrative description of your approach to this project, your anticipated project schedule and any unusual aspects or problems you foresee with this project; Does the project plan address the criteria identified in the RFP Scope? Is there a project plan against which to measure progress?		
<b>(B) QUALITY OF PROPOSAL (7 pts)</b> _____ Did the proposal stick to the project requirements? _____ Flawless language: Is the proposal free of spelling, grammar, and other language related flaws? _____ Client-Focused: Is the proposal customized to the agency needs? _____ Visual factor: Was the proposal well put together?		
<b>III. EXPERIENCE (20 TOTAL POINTS)</b>	<b>PTS</b>	<b>COMMENTS</b>
<b>(A) RELEVANT EXPERIENCE ON SIMILAR PROJECTS (10 pts)</b> _____ Provided a list of projects performed within the last three (3) year. Include a brief description of the work performed and cost of each project.		
<b>(B) EXISTING PROJECTS (10 pts)</b> _____ Indicate the number and value of active projects now being handled by your firm. Include a brief description of the project and percentage completed		
<b>IV. COST (15 TOTAL POINTS)</b>	<b>PTS</b>	<b>COMMENTS</b>
_____ Does the proposed price compared to the (a) planned budget and to (b) other proposals (when cost is a rating factor)?		
<b>V. REFERENCES (6 TOTAL POINTS)</b>	<b>PTS</b>	
_____ 1 <sup>st</sup> Reference (2 pt.) _____ 2 <sup>nd</sup> Reference (2 pt.) _____ 3 <sup>rd</sup> Reference (2 pt.)		
<b>TOTAL POINTS (not to exceed 100 combined)</b>		

RATED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BD-26- 300-3001-616 Virgin Island's Based Website Needed to Create a SAI specific portal and content page on their website for the OLG in the St. Thomas/St. John and St. Croix District



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## MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH 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. IRS 501(c)(3) certification letter required for non-profit corporations.
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). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
  - a. Articles of Incorporation (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
  - a. Articles of Organization (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **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)
9. **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. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **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 No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.*



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## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Tourism (hereinafter referred to as "Government") and (hereinafter referred to as "Contractor").

### WITNESSETH:

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

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

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

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

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM AND EFFECTIVE DATE

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



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The term of this Contract shall be from Formula “dateformat("MMMMM d, yyyy", \$contract\_start\_date)” execution failed: Second parameter of dateformat function should be an object of date type to Formula “dateformat("MMMMM d, yyyy", \$contract\_end\_date)” execution failed: Second parameter of dateformat function should be an object of date type. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government’s election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### 3. COMPENSATION

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

### 4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### 5. RECORDS

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

### 6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### 7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above



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described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

## **8. LIABILITY OF OTHERS**

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

## **9. ASSIGNMENT**

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

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

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

## **12. GOVERNING LAW**

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

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or



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instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

#### **15. RIGHT TO WITHHOLD**

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

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

#### **16. CONDITION PRECEDENT**

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### **17. TERMINATION**

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

#### **18. PARTIAL TERMINATION**

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive



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payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## 19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. NOTICE

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

### GOVERNMENT

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





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[NAME & TITLE]

Department of Tourism

[AGENCY'S PHYSICAL ADDRESS]

[AGENCY'S MAILING ADDRESS]

[CITY. STATE. ZIP CODE]

## CONTRACTOR

[NAME]

[TITLE]

,

## 22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## 23. OTHER PROVISIONS

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

## 24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

## 25. FALSE CLAIMS





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

## 26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

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

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

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

## 28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES



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

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

**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
Department of Tourism

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]

\_\_\_\_\_  
Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_



# Department of Property & Procurement

Government of the United States Virgin Islands

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

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

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

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

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



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## VENDOR PERFORMANCE EVALUATION FORM

VENDOR:			DATE:		
ADDRESS:			PREPARED BY:		
COMMODITY/SERVICE:			DEPARTMENT:		
	EXCELLENT (4)	GOOD (3)	FAIR (2)	POOR (1)	COMMENTS:
SERVICE					
DELIVERS ON TIME					
COMPLIANCE WITH THE CONTRACT CONDITIONS					
PROFESSIONALISM					
TECHNICAL ASSISTANCE					
RELIABILITY RECORD (DELIVERS WITHOUT CONSTANT FOLLOW-UP)					
WERE THE CONDITIONS OF CONTRACT FULFILLED					
TECHNICAL ABILITY FOR DIFFICULT WORK					
WERE DELIVERABLES TIMELY					
WERE THERE CONFLICTS DURING CONTRACT PERFORMANCE					
HOW DID VENDOR RESPOND TO CONFLICT AND RESOLUTION					
OVERALL RATING BY USING AGENCY					
OVERALL RATING BY PROCUREMENT					
OTHER CONCERNS:					

### Instructions:

1. Evaluate vendor on items listed and check the appropriate columns.  
Some items may not apply.
2. Indicate Vendor's overall rating by checking the appropriate column.
3. If Vendor's overall rating is fair or poor, please explain under "Comments".
4. Return to the Division of Procurement.