

**VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS/FEDERAL REQUIREMENTS
REVISED**

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1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- a. The term **“Work”** or **“Scope of Work”** shall mean recruiting and assigning professionals to assist Authority with all work described in the Specifications, Request for Proposals, Invitation or Bid or Contract and all requirements of these Professional General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 10 hereof).
- b. The term **“Specifications”** shall mean the detailed description of work to be performed by Contractor’s assigned professional(s), as set forth in its Proposal, incorporated by reference as Exhibit B..
- c. The term **“Authority”** shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.
- d. The term **“Contractor”** shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his/her legal personal representatives, successors, and assigns.
- e. The term **“Contract”** shall mean the written agreement between the Authority and the Contractor.
- f. The term **“Site”** shall mean anywhere the work is required to be performed.
- g. The term **“Contracting Officer”** shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR

- a. The Contractor shall assign professionals to assist Authority with the performance of the work set forth in Exhibit A in accordance with the terms of the Contract.
- b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder.

c. Any provisions of the Contract which appear to give the Authority the right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

d. All recruiting services performed by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.

e. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its recruiting services furnished under the Contract.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

- a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from the Authority.
- b. [RESERVED]
- c. The Contract completion date shall be the date specified in the Contract, unless the parties have agreed to an acceptable later date, except that the completion date may be extended under Clauses 10 or 13 hereof.

4. LICENSES AND RESPONSIBILITY FOR WORK, ETC.

Contractor shall comply with all federal and local laws, codes or regulations, which apply to performance of the Work. Contractor shall secure at its own expense, all necessary license and certificates necessary to perform the Scope of Work.

5. [RESERVED]

6. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor's assigned professional shall prepare weekly progress reports of the work or such reports as required by the Project Coordinator. All work product prepared by the professionals belongs to the Authority. When requested by the Authority, the Contractor's assigned professional shall furnish the underlying documents used in the preparation of any progress report including, if applicable, spreadsheets, analyses and work product, materials and equipment, , and work schedules, at Authority's direction.

7. CHANGES

- a. The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract.

- b. The Contracting Officer may at any time and without notice to the sureties issue a written request to change the professionals due to dissatisfaction of Work provided or the professionalism of the professionals. Within the time specified in the request but not later than five (5) days after its receipt, the Contractor shall submit a replacement professional to start within ten (10) days of acceptance by Contracting Officer, without charging any increase to the fixed monthly fee.
- c. The changes shall not be put into effect, nor shall any work proceed, until ordered in writing by the Contracting Officer. Contractor's actions in proceeding with the changes to the scope of work without first securing written authorization from the Contracting Officer shall result in the legal presumption that shall be prima facie that the Contractor is not entitled to additional compensation. Compensation for changes to the scope of work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders. Provided however, that disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

8. SUSPENSION OR INTERRUPTION OF WORK

- a. The Contracting Officer may in writing, order the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.
- b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such adjustment or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes, even if the Work had not been so suspended or interrupted.
- c. Paragraph b, above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

9. A. TERMINATION FOR DEFAULT

- (i) If the Contractor shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Authority may terminate by fifteen (15) days written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Authority may take over the Work and prosecute same to completion by contract or otherwise and the Contractor and his sureties may be liable to the Authority for any excess cost occasioned the Authority thereby, and for damages inclusive of any excess cost occasioned by the Authority until such reasonable

- (ii) time as may be required for final completion of the Work. If the Contractor's right to proceed is so terminated, the Contractor shall provide so that the Authority can utilize in the completion of the Work such materials, data, reports, calculations, and information as has been compiled by Contractor in the performance of the Work which the Authority has previously paid for.
- (iii) If the Authority shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within seven (7) work days after receipt of written notice thereof by the Contractor, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within ten (10) work days after such written notice, the Contractor may, by fifteen (15) days written notice to the Authority, terminate the Authority's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Authority may be liable for damages.
- (iv) Upon receipt of a termination notice, Contractor shall (a) promptly discontinue all Work to the extent directed.

B. TERMINATION FOR CONVENIENCE

- (i) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (ii) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - a. cease operations as directed by the Authority in the notice;
 - b. take reasonable actions, or that the Authority may reasonably direct for the protection and preservation of the Work;
 - c. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (iii) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in B(ii) c) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, becomes the property of the Authority.

10. DELAYS AND DAMAGES

The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority, fires,

floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

11. CONTRACT PRICE

The Work shall be performed for the Contract price. This Contract price shall be subject to change only in accordance with Clause 12 hereof and shall be inclusive of all duties, fees, and levies, and all taxes imposed with respect to the performance of the Work. The Contract price is the total monthly rate invoiced by Contractor to Authority for all professionals assigned hereunder. The total monthly Contract price shall not exceed \$51,600. Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached).

12. TERMS OF PAYMENT

All invoices shall be submitted electronically to the Project Manager and copied to accountspayable@viwapa.vi. Payments under this Contract will be made from federal funds obtained for the Authority's disaster recovery. The Contractor will be responsible for compliance with all federal requirements on these funds that are applicable to Contractor's services. All invoices will be based upon a thirty (30) day payment term after review and approval by the Authority's Project Manager, in accordance with the following; provided that Authority pays all undisputed amounts of invoices:

- a. Contractor will bill Authority monthly for the monthly fixed fee; Contractor's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by Authority.
- b. Upon presentation of a request for payment, Contractor shall provide a statement of payments made or owed to all subcontractor(s), if applicable, which statement shall be independently verified by the subcontractor(s). The Authority reserves the right to withhold payments to Contractors that fail to satisfy subcontractor claims(s).

13. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

- a. The Contractor shall comply strictly with all applicable federal and local laws, codes, and regulations.

- b. Should any amendments or additions to territorial laws, codes, or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Work so as to increase the Contract price or extend the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 7 hereof.

14. INSURANCE

The Insurance requirements are as set forth in the attached Exhibit A

15. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

- a. Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and reasonable attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property to the extent arising out of the negligent performance of the work. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable for, or have any duty to defend or indemnify with respect to any acts or omissions of Authority. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, unless such are caused by the acts or omissions or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents, or invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor.
- b. If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract, and Contractor shall control such defense.
- c. It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Authority to contribute to any settlement.
- d. Notwithstanding any other provisions of this Agreement to the contrary, neither the Authority or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's: (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, and/or (iii) gross negligence. "Third-Party Claim" means a claim by any person other than (i) a Party or (ii) person providing or receiving indemnity under this Contract.

16. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the Authority to readily identify Contractor's billing under this Agreement. To the extent permitted by applicable law, the Authority shall have the right to audit, to examine, and to make copies of or extracts from billing records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the (Contractor), its employees, agents, assigns, successors, and subcontractors. Such records shall include accounting records; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance certificates; timesheets.

Contractor shall, at all times during the term of this Agreement and for a period of three years after the completion of this Agreement, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the Authority, whether during or after completion of this Agreement, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the Authority along with an adequate workspace and access to photocopying machines. Such records shall be made available to the Authority during normal business hours at the Contractor's office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the Authority. This audit provision shall not apply to confidential information, including but not limited to, Contractor's employee's personnel files or the remuneration paid by Contractor to its employees and subcontractors.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Authority unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the Authority in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the Authority for the total costs of the audit directly attributable to the discovery of such improperly charged amounts. If the audit discovers substantive findings related to fraud, or misrepresentation, the Authority may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to Contractor.

17. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract nor is there any agreement or understanding for a commission, percentage, brokerage, or contingent fees, in connection with obtaining this contract. For breach or violation of this provision the Authority shall have the right to annul this Contract without liability or, in its discretion, to seek a deduction from the Contract price, or otherwise seek recovery of, the full amount of such commission, percentage, brokerage, or contingent fee.

18. GRATUITIES

The Authority may, by written notice to the Contractor, terminate this Contract if it is found by the Authority, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view towards securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to this paragraph, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to seek exemplary damages in an amount (as determined by the Authority) which shall not be less than three nor more than ten times the costs incurred or paid by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Authority under this provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

19. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer. Any notice sent to Contractor shall also be sent to Robert Half Inc. Attention: Client Contracts Dept. 3001 Bishop Drive, Suite 140, San Ramon, CA 94583

20. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

21. GOVERNING LAW

The laws of the State of New York shall govern the interpretation and construction of the Contract without regard to the principles of conflicts of law in any jurisdiction. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract. Notwithstanding the foregoing, disputes arising out of Work solely concerning an audit of Authority, shall be governed by the laws of the Virgin Islands to the extent applicable.

22. EFFECTIVE DATE AND TERM

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract. The Contract shall expire one year after the effective date.

23. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties with respect to the subject matter herein. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties. This Agreement is only applicable to, and the only Robert Half Inc. branch and practice group obligated under this Agreement are, the management resources contract talent practice group of the branch office located at 1180 W Peachtree St NW, Suite 400, Atlanta, GA 30309.

24. OTHER REQUIREMENTS

All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any third-party individual or organization without the prior written approval of the Authority.

All documents and data, written or otherwise generated by Contractor's assigned professionals under the Contract including spreadsheets, reports, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Work product shall be saved daily to the Authority's designated location for record-keeping whether in printed or electronic form.

Upon Authority's request and to the extent permitted by applicable law, Contractor shall remove from the assignment any of Contractor's assigned professionals who is deemed by the Authority to be objectionable. Contractor shall not remove or reassign its Project Manager in charge of the Work or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by the Contractor.

25. STANDARD OF CARE

The standard of care applicable to Contractor's recruiting services will be the degree of skill and diligence normally practiced by professionals or consultants performing same or similar services.

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, the Virgin Islands Water and Power Authority, 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 Island law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that if 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 offense.

28. EQUAL EMPLOYMENT OPPORTUNITY

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; laying off 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.
- b. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- c. [RESERVED]
- d. 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.
- e. 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.
- f. 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 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.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 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 onto such litigation to protect the interests of the United States."

- h. Notwithstanding anything to the contrary in this Agreement, Authority acknowledges that Contractor does not: (i) track or request race, gender, veteran or disability status of the candidates; or (ii) meet any applicant tracking or recordkeeping requirements.

29. COMPLIANCE WITH THE COPELAND “ANTI- KICKBACK” ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145. and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

30. [RESERVED]

31. [RESERVED]

32. [RESERVED]

33. SUSPENSION AND DEBARTMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government of the Virgin Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

34. BYRD ANTI-LOBBYING AMNEDMENT, 31 U.S.C. § 1352

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 or 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 non-Federal award.

35. ACCESS TO RECORDS

- a. The contractor agrees to provide the Government of the Virgin Islands, the Authority, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative’s access to any books, documents, papers, and records of the Contractor which are directly pertinent to billing under this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. 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.

36. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the Authority, or DHS seals(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA or Authority preapproval.

37. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, Executive Orders, FEMA policies, procedures, and directives.

38. 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.

39. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT 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 action pertaining to this contract.

40. ADDITIONAL TERMS AND CONDITIONS

- a. General: The Authority shall supervise Contractor's assigned professionals providing services to Authority. Authority shall not permit or require assigned professionals (i) to perform services outside of the scope of the professional's assignment; (ii) to physically work at any location in the U.S. Virgin Islands; (iii) to sign contracts or statements (including SEC documents); (iv) to make any management decisions; (v) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (vi) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vii) to use computers, or other electronic devices, software or network equipment owned or licensed by assigned professionals; (viii) to operate machinery (other than office machines) or automotive equipment. Authority may request that Contractor permit its assigned professionals to provide services to Authority remotely (i.e., from a location other than Authority's offices) using Authority's or Contractor's laptop and/or other computer or telecommunications equipment (the "Equipment"). Authority acknowledges and agrees that Contractor shall have no control over, and Authority shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the assigned professionals, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, Authority must not permit assigned professionals to save or store any of Authority's files or other data on the Computer Systems provided by Contractor (including, but not limited to, any virtual desktop infrastructure solution). Authority agrees that Contractor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems. Since Contractor is not a professional accounting firm, Authority agrees that Authority will not permit or require assigned professionals (a) to render an opinion on behalf of Contractor or on Authority's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign

- b. their own names on financial statements or tax returns. It is understood that Authority will not permit or require Contractor's assigned professionals to work on Authority's premises or Authority's customer's premises. Authority agrees to hold in confidence the professional's legally protected personal information, and Authority agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure. Notwithstanding any language in this Agreement to the contrary (including any references to fixed-price, deliverables, acceptance of deliverables, or milestones), Contractor is compensated by providing contract talent solutions on an monthly rate basis and does not provide deliverables.
- c. Background Checks: If Authority requires Contractor to perform background checks or other placement screenings of Contractor's assigned professionals, Authority agrees to notify Contractor prior to the start of services under this Agreement. Contractor will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If Authority requests a copy of the results of any checks conducted on Contractor's assigned professionals, Authority agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.
- d. Guarantee: Contractor guarantees Authority's satisfaction with the services of each assigned professional by extending to Authority a two (2) day (16 hours) guarantee period. If, for any reason, Authority is dissatisfied with an assigned professional, Contractor will not charge for the first sixteen (16) hours worked, provided that Authority allows Contractor to replace the assigned professional and Authority contacts Contractor regarding its dissatisfaction before the end of this guarantee period. Unless Authority contacts Contractor before the end of this guarantee period, Authority agrees that the assigned professional is satisfactory.
- e. Hiring the Assigned Professional: After Authority evaluates the performance and potential of an assigned professional on the job, Authority may wish to employ this person directly. In such event, Authority agrees to pay a conversion fee. The conversion fee is payable if Authority hires the assigned professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assigned professional's assignment. Authority also agrees to pay a conversion fee if an assigned professional is hired by (i) a subsidiary or other related company or business as a result of Authority's referral of the assigned professional to that company or (ii) one of Authority's customers as a result of the assigned professional providing services to that customer. The conversion fee will be owed and invoiced upon Authority's hiring of the assigned professional, and payment is due upon receipt of the invoice. The same calculation will be used if Authority converts the assigned professional on a part-time basis using the full-time equivalent salary.

EXHIBIT A
WAPA INSURANCE REQUIREMENTS

A. Liability and Workers Compensation Insurance Requirements					
<p>During construction, Contractor and/or its general contractor are to carry the liability and workers' compensation insurances set out below. Subcontractors are to carry the same coverages but required limits may be amended at the discretion of the Contractor for subcontractors to reflect the size of their contracts, subject to a minimum limit of \$1,000,000 each for Commercial General Liability, Automobile Liability and Employers Liability. After receipt of evidence of insurance for any subcontractor, WAPA reserves the right to require limits up to those required for the Contractor.</p> <p>Once operations have begun, Contractor and/or its general contractor shall have in place and at all times maintain the below liability and workers' compensation insurances.</p>					
	Coverage Type	Minimum Limit		Maximum Deductible or Retentions	
1.	Commercial General Liability	\$2,000,000*	Combined single limit per occurrence and in the aggregate where applicable	\$100,000	Per occurrence
2.	Automobile Liability	\$2,000,000*	Combined single limit per accident	\$100,000	Per accident
3.	Employers Liability	\$2,000,000*	Each accident for bodily injury by accident Each employee and policy limit for bodily injury by disease	\$100,000	Each accident or employee (for disease)
4.	Workers Compensation	Statutory requirements	Per occurrence	N.A.	N.A.
5.	Professional Liability	\$2,000,000*	Per occurrence and in the aggregate	\$25,000	Per occurrence
* Combination of primary and excess or umbrella liability policies. Any combination of primary and excess limits is acceptable if the total equals or exceeds the specified amount.					
	Liability Insurance Terms and Conditions				
	a.	Occurrence Basis	The primary General Liability policy and any Excess or Umbrella Liability policy that provides additional limits over the primary General Liability policy shall be "occurrence-based" policies. Claims-made policies will not be accepted.		
	b.	Additional Insured	The General Liability policy and any Excess or Umbrella Liability policy shall be endorsed to name WAPA as an additional insured. Any such policy shall contain language that: "Such insurance as afforded by this policy for the benefit of WA PA shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by WA PA shall be excess of and noncontributing with insurance afforded by this policy."		
	c.	Completed Operations	The Contractor and any subcontractors' General Liability coverage in place during construction shall include Completed Operations coverage,		

			which coverage is to continue for a minimum of two years following completion of construction.
	d.	Defense Costs	Defense costs in all primary liability policies shall be “outside the limit”, i.e., the full policy limits are for the payment of damages.

D. Requirements Applicable to All Insurance Policies			
	1.	Insurance Company Rating	All insurance companies shall be rated A- or better by A.M . Best’s. Should an insurance company’s rating fall below A-, Seller (or its general contractor) shall replace that insurance company with a qualifying insurance company within 60 Days.
	2.	Notice of Cancellation	Contractor shall provide written notification to WA PA 60 Days prior to the effective date of any cancellation or non-renewal.
	3.	Evidence of Compliance with Insurance Requirements at Insurance Date	Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show: <ul style="list-style-type: none"> □ The name of the insurance company □ The policy period □ The policy number □ The description of the property □ The name of the Seller/Policyholder □ WA PA as an additional insured (General Liability and Excess or Umbrella Liability only)