

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

AND

PLEXOS GROUP, L.L.C.

THIS CONTRACT is made as of the 12th day of May, 2022 (the “Effective Date”), in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the United States Virgin Islands, whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, U. S. Virgin Islands 00802-6447 (hereinafter the “**Authority**” or “**VIHFA**”), and **PLEXOS GROUP, LLC**, a Louisiana Limited Liability Company, whose address is 1800 City Farm Drive, Building Four, Suite 4B, Baton Rouge, LA 70806 (hereinafter the “**Contractor**”). The VIHFA and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, the Authority is in need of a qualified and licensed firm to provide Disaster Recovery Case Management and Related Services for a portfolio of Emergency Rental Assistance Program (“ERAP” or “ERA program”) applicants on St. John, St. Thomas, and St. Croix, United States Virgin Islands (“USVI”); and

WHEREAS, the services are more particularly described in the *Scope of Work attached hereto as Addendum 1*; and

WHEREAS, the Authority issued a Request for Proposals for Emergency Rental Assistance Case Management Services, RFP 002-2022-STT/STX dated February 22, 2022, and Addendum I, II, III and IV thereto, which are *attached hereto as Addendum 2* and incorporated into this Contract; and

WHEREAS, nine (9) entities submitted proposals in response to RFP 002-2022-STT/STX (“RFP Responses”) and the Bid Evaluation Committee (“BEC”) reviewed them; and

WHEREAS, the BEC recommended that Contractor be selected to provide the necessary services; and

WHEREAS, the Authority desires to engage the services of the Contractor to perform the necessary services and the Contractor agrees to do so on the terms and conditions hereinafter specified.

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

1. SERVICES/WORK TO BE PERFORMED: Contractor shall be responsible for providing Case Management Services as well as a Case Management System for the ERA program and commit to serve all eligible applicants located on all three islands: St. Croix, St. Thomas and St. John. Contractor is expected to have a call center be prepared to be operational within fifteen (15) business days after contract execution. The call center shall also be available to receive and resolve troubleshooting inquiries from applicants. The Case Management Services will also support application services and support to landlords and tenants in the ERA program. Contractor is expected to have the intake centers open, with trained staff and operational with equipment, supplies, etc. within forty-five (45) days after contract execution.

2. TERM: The term of the contract is **one (1) year**. The VIHFA shall have two (2) options to extend the term of the contract for one (1) year at the existing billing rates subject to Contractor's satisfactory performance and by mutual written agreement of the parties. VIHFA shall provide notice of its intent to extend the term no less than sixty (60) days prior to the end of the then-current term. The VIHFA reserves the right to modify and/or terminate the contract if the Contractor fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes available.

3. EFFECTIVE DATE: This Contract shall commence no later than five (5) calendar days ("Effective Date") after the execution of this Contract.

4. COMPENSATION:

(a) The Authority, in consideration of the satisfactory performance of the services described in **Addendum 1**, shall pay the Contractor as compensation for the services rendered under this Contract in accordance with the hourly billing rates set forth in **Addendum I**, up to a maximum not to exceed amount of **One Million Twenty Thousand Dollars (\$1,020,000)**. It is expressly understood and agreed that in no event shall the amounts to be paid by the VIHFA to the Contractor under this Contract exceed the rates and conditions made a part of this Contract unless expressly agreed to in writing.

(b) VIHFA's performance and obligation to pay under this Contract is contingent upon the availability applicable funding. VIHFA shall be the final authority as to the availability of funds for this Contract and as to what constitutes "applicable funding" to complete this Contract. If any such funds are not made available for the Contract purpose, such event will not constitute a default on VIHFA. VIHFA will notify Contractor in writing at the earliest possible time if funds are not appropriated or available. Upon notification, VIHFA shall pay Contractor for all work performed to date under the Scope of Work and Contractor will stop work immediately.

Contractor: 

Authority: 

5. **BILLING:** The Contractor shall submit monthly invoices to the Authority for services performed by Contractor during each billing period, which will include the hours worked by labor category identified in **Addendum I**. Payment of each Invoice shall be due thirty (30) days following receipt of the Invoice. Invoices shall be forwarded to the following contact and address:

Valdez Shelford
Chief Financial Officer
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447
vshelford@vihfa.gov

6. **FORCE MAJEURE:** The Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the VIHFA upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Contract. Contractor shall be entitled to an equitable adjustment in schedules and unit prices in the foregoing circumstances.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS BY CONTRACTOR:

The Contractor represents, warrants, and covenants as follows:

(a) Contractor is duly organized and existing and authorized, qualified and licensed to do business in the U.S. Virgin Islands.

(b) Contractor will, during the term of this Contract remain in good standing and qualified to do business under the laws of the U.S. Virgin Islands, including maintenance at all times of a valid business license.

(c) Contractor will not cease doing business, dissolve or otherwise dispose of all or substantially all of Contractor's assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into Contractor without the prior written consent of the Authority.

(d) Contractor has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

(e) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any contract or instrument to which

Contractor: 

Authority: 

Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

(f) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Contract and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

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

8. CONTRACTOR RESPONSIBILITY: Contractor shall supervise and direct the work of its employees. Contractor agrees to maintain the professional standards applicable to its profession. Contractor shall be responsible for its performance and that of its Vendors. Unless otherwise specified in this Contract, the Contractor will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work in this Contract.

9. PROFESSIONAL STANDARDS: The Contractor will complete all work in accordance with standard practices in the industry and the work shall conform with any and all law and regulations which apply to the work being performed, whether or not explicitly covered in the Contract. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

10. 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. Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

11. USE OF SUBCONTRACTORS: The Contractor is the single Prime Contractor and shall be responsible for contract performance as specified in this Contract whether or not subcontractors are utilized. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements. However, Contractor has total responsibility for the entire contract. If the Contractor intended to subcontract for portions of the work, the Contractor shall have identified in its RFP Response any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Contractor is also required for any subcontractor. The Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Contractor and the VIHFA. Unless provided for in the contract with the VIHFA or set forth in the RFP Response, the Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

Contractor: 

Authority: 

The Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

12. ASSIGNMENT OF THE PROJECT: Unless as otherwise set forth in this Contract, the Contractor shall not subcontract or assign this project without the prior written consent of the Authority.

13. RETENTION OF RECORDS: All records shall be retained for a minimum of three (3) years from the termination or expiration of this Contract, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of a request by the VIHFA.

14. OWNERSHIP OF DATA: VIHFA will retain ownership of any data, information or intellectual property furnished to Contractor in connection with this Contract. VIHFA will own any reports, data, or other information that results from the services to be performed, including without limitation GIS updates (in both machine-readable form and in source code form), raw data, and other information, used to perform environmental reviews, assessments and testing services. Contractor shall provide information on a regular basis at no additional cost for the transmittal or upload of any requested data or information.


15. LICENSE OF SOFTWARE:

Within thirty (30) days following the Effective Date of this Contract, VIHFA shall pay Contractor a licensure fee of FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS for the issuance of a perpetual, non-transferable license to VIHFA for Projexis ERAP (the "Projexis Software"). Notwithstanding the foregoing, Contractor shall not issue the Projexis Software license to VIHFA until termination of this Contract. During the term of this Contract, the Projexis Software will be hosted upon Contractor's environments and systems or any agreed upon hybrids. Following termination of this Contract, the Projexis Software shall be hosted solely on VIHFA-owned hosting facilities. Upon termination of this Contract, Contractor shall immediately issue the license and will assist VIHFA with implementation of the Projexis Software for thirty (30) days thereafter (the "Projexis Implementation Period"). The Parties agree the Projexis Software shall be provided "as is" at the time of termination of this Contract and the issuance of such license shall not entitle VIHFA to any subsequent software upgrades or maintenance unless otherwise agreed to by the Parties in a separate written agreement.

Should VIHFA require additional maintenance or support in connection with utilizing the Projexis Software after 30 days past the Contract termination, the Parties shall enter into a separate written agreement for such services.

16. NON-DISCLOSURE: Except for disclosure to VIHFA or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Contractor under this Contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any third party without the prior written approval of

Contractor: 

Authority: 

VIHFA unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.

17. **INDEMNIFICATION:** Each Party (the “Indemnifying Party”) shall be fully liable for the actions of its agents, employees, partners or sub-contractors and shall fully indemnify, hold harmless, and defend the other Party, its director, owners, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties (“Claims”), which Claims are caused by or arise from the services performed by the Indemnifying Party, its agents, employees, partners or sub-contractors..

18. **INSURANCE:** Contractor shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Contractor, including policy coverage periods. Respondents shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will insure all operations.

- **General Liability Insurance** – Contractor shall obtain, maintain and provide the Authority with proof that it has in place General Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000.00) Dollars**. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority
1110 Beltjen Road, Suite 200
St. Thomas, U. S. Virgin Islands 00802

- **Professional Liability Insurance (E&O)** – Contractor shall obtain, maintain and provide proof that it has in place Professional Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000.00) Dollars** per claim. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:

Virgin Islands Housing Finance Authority
1110 Beltjen Road, Suite 200
St. Thomas, U. S. Virgin Islands 00802

- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – Contractor shall obtain and have in place Workers' Compensation Insurance coverage at the statutory limit within.

All insurance shall be carried with companies that are financially responsible and licensed to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the contract is in effect. The Respondent must maintain coverage during the life of the contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

Contractor: 

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19. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority 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 and social security taxes for Contractor its servants, agents, or independent contractors.

20. 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, condition 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.

21. RIGHT TO WITHHOLD: If work under this Contract is not performed in accordance with the terms hereof, the Authority shall duly notify Contractor in writing of the deficiencies causing the non-performance. Contractor shall have thirty (30) days to remedy the deficiencies. After thirty (30) days, if the deficiencies have not been remedied, the Authority will have the right to withhold any payment due to Contractor associated with the deficiencies until such time as the deficiencies are cured. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

22. TERMINATION: Either party may terminate the parties' contract with or without cause with thirty (30) calendar days written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate Contractor's services, in whole or in part, for failure of Contractor to perform its obligations under this Contract. In such event, Contractor shall be liable for damages as authorized by law.

23. 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, religion, sexual orientation, or national origin.

24. FALSE CLAIMS: Contractor warrants that it shall not, with respect to this Contract, make or present any false claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim(s) is an offense under the Virgin Islands law and federal law.

25. CONFLICT OF INTEREST: 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 perform under this Contract.

Contractor: 

Authority: 

26. WARRANTY OF NON-SOLICITATION: Contractor expressly warrants that it has not employed any person to solicit or obtain this Contract on its behalf, or 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 Contractor hereunder; and that it has not, in estimating the Contract price demand 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, supposed to have been rendered, in the procurement of this Contract. Breach of this warranty shall give the Authority the right to terminate this Contract, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

27. NOTICE: Any notices required or permitted to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Authority: Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200,
St. Thomas U.S. Virgin Islands 00802
Attention: Dayna Clendinen, Interim Executive Director

Contractor: Plexos Group, L.L.C.
1800 City Farm Drive, Building Four, Suite B
Baton Rouge, LA 70806
Attention: David F. Odom, President and CEO

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

28. GOVERNING LAW AND VENUE: This Contract shall be governed by and construed in accordance with the laws of the Territory of the United States Virgin Islands (without regard to any conflict of law provisions). Venue for any action between the Authority and Contractor which relates to this Contract shall be in the United States Virgin Islands.

29. SEVERABILITY: If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

30. COUNTERPARTS: This Contract may be executed in counterparts, each of which will be deemed an original.

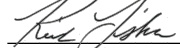
Contractor: 

Authority: 

31. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, caused these presents to be executed as of the day and date first written above.

WITNESS:




Signature

Kirk Fisher

Print Name

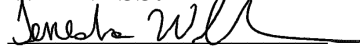
PLEXOS GROUP, L.L.C.:



David F. Odom, President and CEO

DATE: 5/17/2022

WITNESS:



Signature

Tenesha Williams

Print Name

Contractor: 

Authority: 

ACKNOWLEDGMENT

STATE OF LOUISIANA

~~TERRITORY OF THE U.S. VIRGIN ISLANDS~~

PARISH

DISTRICT OF EAST BATON ROUGE

)
) ss:
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On this 17th day of May, 2022, before me, the undersigned officer, personally appeared David Odom, who acknowledged himself to be the person whose name is subscribed to the within trust agreement, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of - Plexos Group, L.L.C. as Contractor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Lyn S. Savoie
Notary Public LA Bar # 28754
Commission Expires: at death

Lyn S. Savoie
La. Bar Roll No. 28754
My commission expires at death.



Reviewed For Legal Sufficiency:

Nycole Thompson
Nycole Thompson, Esq.

Dated: 17th day of May, 2022

WITNESS:

Damali Rogers
Signature

Damali Rogers
Print Name

Brenda G. Carty
Signature

Brenda Carty
Print Name

VIRGIN ISLANDS HOUSING
FINANCE AUTHORITY:

Dayna Clendinen
Dayna Clendinen,
Interim Executive Director

DATE: May 18, 2022

Contractor: *EO*

Authority: *DC*

ACKNOWLEDGMENT

TERRITORY OF THE U.S. VIRGIN ISLANDS)
) ss:
DISTRICT OF ST. THOMAS – ST. JOHN)

On this 18th day of May, 2022, before me, the undersigned officer, personally appeared Dayra Clendinen, who acknowledged herself to be the person whose name is subscribed to the within trust agreement, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority as Interim Executive Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

[Signature]
Notary Public
Commission Expires:



Jeanine M. Blyden
Notary Public
St. Thomas/St. John District
NP-495-21
My Commission Expires: September 23, 2025

Contractor: [Signature]

Authority: [Signature]

ADDENDUM I

SCOPE OF SERVICES

The Contractor shall perform the following services:

1. Conduct best practices consulting, training, and oversight to aid in the disbursement of emergency rental aid grant funding related to the USVI Emergency Rental Aid Program.
2. Establish ongoing project tracking and reporting tools for executives and other leadership/staff.
3. Coordinate and attend meetings with the relevant VIHFA staff.
4. Compile and complete all required documentation for payments to landlords.
5. Provide cash flow management and visibility for disbursements of Emergency Rental Aid funds by the USVI; capturing, recording, and preserving applicant tenant and landlord documentation; tracking project progress, expenditures, and the development and implementation of internal controls for approval by the USVI to guide the eligibility, disbursement, and payment reconciliation processes.
6. Prepare correspondence and required compliance reports to VIHFA, the U.S. Department of Treasury, on behalf of VI HF A as necessary; and prepare weekly funding request summaries that specify grant awardees, their rental property addresses, amounts to be disbursed, and the purpose for such funding (payment for rental arrears or prospective rent payments).
7. Categorize, record, track, and file costs on approved forms in support of the financial award or disbursement processes.
8. Establish and manage necessary anti-fraud internal controls to prevent duplicate payments, overpayments, and payments to ineligible recipients.

Major Tasks:

1.	Develop an integrated and functioning USVI-branded electronic portal for the submittal of applications for rental assistance from residents and landlords reflecting the broader and more accessible opportunities for rental assistance funding allowed by the ERA program.
2.	Develop, post, and maintain currency of frequently asked questions related to the USVI Emergency Rental Assistance Programs (both ERA 1 and ERA 2).
3.	Provide recommended award funding requests and associated documentation justifying such requests, weekly, to the VIHFA to allow approval for eligible award recipients.

Contractor: 

Authority: 

4.	Process approved awardee roster for payment to eligible grant recipients approved by VIHFA.
5.	Implement appropriate anti-fraud internal controls to prevent duplicate payments, overpayments, and payments to ineligible recipients.
6.	Development of management reporting “dashboards” to allow VIHFA leadership to track grant disbursement performance of ERA 1 and ERA 2 grants.
7.	Final reconciliation and reporting to VIHFA regarding program expenditures and balances of accounts.

Specific Deliverables:


1.	Develop an integrated and functioning USVI-branded electronic portal for the submittal of applications for rental assistance from residents and landlords reflecting the broader and more accessible opportunities for rental assistance funding allowed by the ERA 2 program.
2.	Develop paper and electronic application process for the ERA 2 program that interfaces with designed portal.
3.	Analysis of PL 117-2 and creation of recommendations for funding eligibility criteria and matrix.
4.	Development and delivery of training, standards, protocols, checklists for funding application assessors related to implementing both ERA 1 and ERA 2 qualifying conditions.
5.	Phone bank of grant navigators and application coordinators, trunked call system, messaging capture system, and in-person application assistance in USVI.
6.	Anti-fraud and duplication of benefits monitoring processes and tools.
7.	Maintenance of FAQs for ERA programs, to remain current with Treasury Guidelines and USVI Management’s Guidance.
8.	Application eligibility processing and determination (September-October 2021)
9.	Application eligibility processing and determination (November-December 2021)
10.	Application eligibility processing and determination (March-April 2022).
11.	Application eligibility processing and determination (May-June 2022)
12.	Final Reconciliation, transfer of documents and electronic files to VIHFA for records retention, closure of applicable accounts, and final reports to Treasury

Contractor: 

Authority: 

HOURY BILLING RATES

LABOR BILLING CATEGORY	HOURLY RATE
Subject Matter Expert	\$200.00
Manager III	\$160.00
Manager II	\$140.00
Data Manager	\$140.00
Payment Reviewer	\$100.00
Project Lead	\$85.00
Business Analyst	\$85.00
Quality Assurance Reviewer	\$82.00
Case Management Reviewer	\$77.00
Community Engagement Rep	\$77.00
Contact Center Agent	\$50.00

Contractor: 

Authority: 