

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS CONTRACT** is made as of the 23 day of February, 2023 (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 **THE STRATEGY GROUP VI, LLC**, a U.S. Virgin Islands limited liability company, whose address is 9160 Estate Thomas, #214, Charlotte Amalie, U.S. Virgin Islands 00802 (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 host, design, brand, and maintain consumer websites for the VIHFA parent site, Community Disaster Block Grant – Disaster Recover (“CDBG-DR”) comprehensive site, Emergency Rental Assistance Program (“ERAP”) micro-site and EnVIsion storm recovery micro-site (hereinafter referred to as the “Scope of Work,” “Work,” or “Project”); and

**WHEREAS**, the services are described in Request for Procurement Form dated October 7, 2022; and

**WHEREAS**, on September 9, 2022, the VIHFA solicited quotes from three vendors- Planeteria Media LLC, CrucianPoint Consulting, The Strategy Group VI, LLC- to perform the work; and

**WHEREAS**, on September 9, 2022, the VIHFA issued a request for quotes and proposals and Addendum 1, which are attached as **Exhibit 1** and incorporated into this Contract by reference; and

**WHEREAS**, five (5) vendors submitted proposals to the VIHFA; and

**WHEREAS**, the selection team evaluated the proposals and determined that the Contractor has the requisite depth, knowledge, and capacity to execute the requirements of the Request for Proposals; and

**WHEREAS**, the Contractor’s proposal is attached hereto as **Exhibit 2** and incorporated into this Contract by reference; and

**WHEREAS**, in a Memorandum dated October 7, 2022, from Tresa M. Civil, CDBG-Director of Information Technology to Dayna Clendinen, Interim Executive Director, Ms. Civil, Ms. Civil stated that the MIS Division, in conjunction with the Communications Department, requests approval for the VIHFA to enter into a contract with the Contractor in an amount not to exceed **One Hundred Twelve Thousand Seven Hundred Five Dollars and**

**Forty-Two Cents (\$112,705.42)** and for the contract term to be two (2) years with an option to renew for an additional twelve (12) months; and

**WHEREAS**, Ms. Clendinen approved Ms. Civil's request.

**WHEREAS**, the Authority desires to engage the services of Contractor to perform the Scope of Work, 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. SCOPE OF SERVICES:**

A. The Contractor shall be responsible for hosting, designing, branding, and maintaining consumer websites for the VIHFA parent site, Community Disaster Block Grant – Disaster Recover (“CDBG-DR”) comprehensive site, Emergency Rental Assistance Program (“ERAP”) micro-site and EnVIsion storm recovery micro-site (hereinafter referred to as the “Work”).

B. The Contractor shall also, before performing, or causing to be performed, the following services: All VIHFA consumer sites will:

1. Be developed under a clear content and user experience design strategy to include structured content types with appropriate attributes/
2. Use a design approach and pattern library that can be scaled over time to roll out to the larger VIHFA web presence.
3. Reside on a platform that is resilient and secure.
4. Integrate detailed, contextualized web analytics (metrics) functions to enable continuous measurement of the website's success.
5. Streamline all domain names under VIHFA (vihfa.gov) for consistency.
6. Integrate all VIHFA websites on an easy-to-use content management system (CMS) with usability functions. (*WordPress preferred*)
7. Conduct beta testing of all links, attachments, and features before publishing.
8. Connect site to Google analytics for monthly reporting and trend analysis.
9. Create sitemaps for all sites to determine main navigation and content organization
10. Implement a talent acquisition module for employment vacancies
11. Implement procurement module on main VIHFA with associated database and automated notifications to VIHFA procurement staff.
12. Meet with VIHFA to evaluate the current websites under its purview.
13. Facilitate a redesign process for consistent branding across all microsites.
14. Create a design strategy.
15. Provide wireframes, design sheets, templates, and layouts to communicate the vision.
16. Develop a website guide for the backend so relevant VIHFA staff can publish content and maintain the website in the future.
17. Provide training to Information Technology and Communications staff.

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18. Provide essential to advance long-term site maintenance services and rapid response issue assistance.

C. The Contractor shall be responsible for providing the following deliverables:

1. Project Management Plan - Due two weeks after contract execution
2. Project Work Plan - Due two weeks after contract execution
3. Testing Plan - Due four weeks after contract execution, ongoing updates
4. Training and Transition Plan - Due four weeks prior to site launch
5. Requirements Document - Due prior to any design or development work taking place
6. IT Infrastructure Document - Due two weeks after approved Requirements Document (Describes all hardware and software used on the site and their relationships, and includes information on domains, hosting, system security, and disaster recovery capabilities)
7. Operations and Maintenance Manual - Due four weeks prior to site launch
8. User Manual - Due four weeks prior to site launch
9. Content Model - Due prior to content, design, or development kickoff
10. Site Map (Proposed IA) - Offeror may propose a due date
11. Wireframes (for up to three new templates) - Offeror may propose a due date; offeror will need to work with VIHFA to assess the need for additional page templates beyond the provided <https://cdbgdr.vihfa.gov> templates.
12. Design Comps/Mockups (based on wireframes) -
13. Page-Level Copy (not to exceed 25 pages for each site) - Offeror may propose a due date.
14. Metadata Contents for Each Page - Offer may propose a due date
15. Style Guide - Due prior to launch. The style guide should capture front-end elements necessary to maintain consistency over time, including typefaces, colors, buttons, etc.
16. Accessibility Report - Due prior to launch. All accessibility issues must be addressed, and a clean report must be delivered that indicates there are no outstanding issues prior to launch.
17. Production Site - Upon completing all required documentation, content, design, and development deliverables, the vendor shall launch the website and move into the ongoing maintenance and support phase.

## **2. SCOPE OF WORK**

### *PHASE 1: DISCOVERY & ASSESSMENT*

#### **A. Kickoff**

A complete site walkthrough will be conducted to solicit primary stakeholders' feedback and analyze the existing site's needs and opportunities of the existing sites. This phase also includes a review of the relevant questionnaire responses, current and existing analytics, the status of VIHFA content, and other relevant material.

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***Deliverables:*** Existing Site Sitemap, Analytics Review, Revised Project Plans

***VIHFA Responsibilities:*** Provide Stakeholder Feedback, Questionnaire Responses, & Other Requested Materials

**B. Creative Brief:**

VIHFA will provide a creative brief based on a comprehensive questionnaire, stakeholder feedback from the kickoff, RFP, and written proposal. The brief will outline and define VIHFA's brand, target audience, project goals, functionality, and more in the context of this project.

***VIHFA Responsibilities:*** File of Creative Brief, Branding Guidelines, Overview of Programs & Projects

**C. Moodboard**

Create a digital document using images across a wide range of design types and elements, including typography, color schemes, layout, imagery, and functionality features; this board will serve as a reference point to move forward with the user experience and designs.

***Deliverables:*** Visual Presentation

***VIHFA Responsibilities:*** Timely Feedback from Stakeholders (Apx. Three Days)

**D. Content & Rebranding**

Depending on content needs, the VIHFA team will provide content for the sites that will influence the site's sitemap, page types, and design, of the sites.

***VIHFA Responsibility:*** Gather or create content to meet the requirements; provide content in an agreed upon format; provide currently used branding schema for websites,

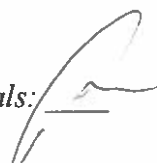
**PHASE II: INFORMATION ARCHITECTURE**

**A. Sitemap**

Based on findings in the discovery process, the selected vendor will create a final sitemap to determine the main navigations and content organizations of the sites

***Deliverables:*** Slickp/and Sitemap Link Optional

***Versions:*** One (1 Qty) for each site

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*VIHFA Responsibilities: Site Content, Timely Feedback. from Stakeholders & Approval*

### **B. Page Types & Templates**

Determine the different page types/templates of the site that will accommodate the approved sitemap, user goals, and content of the site

*Deliverables: Page Types/Template List, Updated Sitemap w/ Page Types/Templates*

*Number of Page Types: Based on recommendations*

## **PHASE III: USER EXPERIENCE AND INTERACTIVE DESIGN**

### **A. Wireframes**

Beginning with the homepage, the selected vendor will create a wireframe that establishes the website's layout, user interactions, and navigation structure. This should be done for all of the previously identified page types of the websites.

*Deliverable: Required (Visual Presentation)*

*Versions: One (1 Qty) for each site*

*VIHFA Responsibility: Provide timely feedback*

### **B. Designs**

Successful offerors will propose an approach that clearly demonstrates an understanding of and commitment to content-first design and excellent user experience. (See section D -1. Design)

*Deliverables: Required (Visual Draft Design)*

*VIHFA Responsibility: Provide timely feedback*

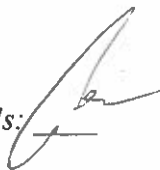
## **PHASE IV: DEVELOPMENT**

### **A. Server & CMS Setup**

Create necessary accounts, set up GIT (version control), install plugins, create a database, and modify CMS based on security best practices.

### **B. Interface Customization**

*Based on the site functionality, modify the CMS to create an intuitive administration interface, i.e., create custom fields for content input, such as associating documents with calendar events. Preference exercises to determine website functionality.*

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### **C. Implementation**

Set up the CSS and execute all page designs. Upload the content provided by VIHFA (*Copy, images, PDF, etc.*). Successful offerors will identify content gaps and list remaining or outstanding content gaps.

*Deliverable: List of Content Gaps*

*VIHFA Responsibility: Provide Missing Content*

### **D. Beta Presentation**

Set up URL forwarding and input the necessary addresses. Ensure each page's content is tagged and titled appropriately for SEO. Site should be linked to VIHFA 's account and tested.

*Deliverable: Password Protected Beta Site*

*VIHFA Responsibility: Provide Requested Feedback*

## **PHASE V: QUALITY ASSURANCE, TRAINING & LAUNCH**

### **A. Content Migration, Data Migration & Design Review**

VIHFA will review all uploaded page content for accuracy. Minor design and content edits should be logged in a ticketing system for tracking and changing.

*VIHFA Responsibility: Report Identified Minor Design and Content Changes*

### **B. Browser, Mobile Testing & ADA Compliance Testing**

The site should be tested in current and supported browser versions to ensure the site's quality and security across all platforms -Firefox/Chrome/Safari/Edge/Opera. The site is tested on popular devices such as the iPhone and Android to determine the retention of the site's functionality and the correct implementation of the mobile designs. ADA compliance testing.


*Deliverables: Launch Ready Site.*

### **C. Training**

The Contractor will provide and host hands-on training where administrators interact and practice modifying content in a testing environment. A training curriculum will be determined during the testing and beta site phase.

*Deliverables: Training Video & Training Video Library*

### **D. Launch, Monitoring, Support & Maintenance**

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The site is live and ready for public use and viewing! For one month after launch, the selected vendor should carefully monitor the site and provide 24-hour support for any issues.

*Deliverables: Live sites and active monitoring of site.*

### 3. Technical Approach and Capabilities

VIHFA seeks a partner to build its consumer website to deliver the needed capabilities to meet the technical requirements detailed in this section.

#### A. Design

Successful offerors will propose an approach that demonstrates an understanding of and commitment to content-first design and excellent user experience.

The vendor should propose a design process that includes appropriate user research (including stakeholder/business process needs), prototyping, and testing before development. Visual designs may leverage the [cdbgdr.vihfa.gov](http://cdbgdr.vihfa.gov) website templates. Other example sites include but are not limited to: [cdbg-dr.pr.gov/en/](http://cdbg-dr.pr.gov/en/); [vidol.gov](http://vidol.gov); [usvidoj.com](http://usvidoj.com)

The selected vendor is required to create a front-end style guide containing repeatable design patterns that will be used throughout the development process and made available to VIHFA to host for future work on the site or expansion of the design patterns to a larger VIHFA site.

Visual designers will be required to assist VIHFA with messaging for the current websites to ensure it aligns with the tone appropriate for its target audiences. The selected vendor will be required to work along with current vendors to apply the branding schema of the sites. However, visual design should be applied after content and UX design.

VIHFA seeks to treat content as data and develop structured content types with attributes that can help maintain flexibility, discoverability, and automation over time as we maintain the site. Content must also be designed with particular attention to accessibility and search engine optimization (SEO), including appropriate alt text for media and metadata in the correct style and length for optimal SEO related to titles, headings, and meta descriptions. The vendor will also provide content specialists to assist with a content strategy early in the design process and content development. All content and designs must comply with Section 508 of the Rehabilitation Act of 1973's Revised 508 Standards. Accessibility standards shall meet the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG 2.0). Vendors should provide a sample accessibility report and reference the tool(s) used to perform the sample audit in response to this RFP (the audit may be from any website).

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Vendors should also note their approach to ensuring content is:

- Focused on a create once, publish everywhere (COPE) methodology
- Structured within a robust taxonomy (to include viable database architecture)
- Searchable and shareable
- Easy for content managers to maintain over time
- Able to be separately deployed from the front-end expression, such as via other platforms in the future
- Mobile-ready, in a device-agnostic approach that is not just responsive but optimal, on multiple devices and platforms (including cross-browser compatibility on iOS and Android devices); specifically, no native mobile app development shall take place; the website itself should be mobile friendly
- In plain language
- In a task-based IA, represented with a comprehensive sitemap
- Using atomic design principles and repeatable patterns that are easy for developers to reuse


Other design requirements include:

- Users shall be able to access content in English, Spanish, and French
- URL (domain) for the website shall remain as is and should direct to the VIHFA main site domain, [www.vihfa.gov](http://www.vihfa.gov), if necessary for hosting reasons
- The integration of web databases that directs from client portals on VIHFA consumer sites.

Furthermore, the backend interface for VIHFA content managers and administrators must be easy to use by both technical and non-technical audiences who do not have development experience. The interface will be used to edit provider data, upload new provider data, and/or add facets to the search as new data becomes available. The interface shall also provide an administrative option to make simple to advanced design changes on any website section.

#### **4. IT Infrastructure and Development**

Alongside skilled content, UX, and visual designers, the successful offeror must also provide highly sophisticated IT services and database managers for implementing and revamping a suitable consumer website that functions free of

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bugs and errors. Vendors should recommend a hardware and software approach that:

- Supports older technologies as needed while proposing more mature state-of-the-art digital applications, technology frameworks, and security
- Details the front-end and backend software services you will use
- Supports modern operating systems (Windows, OS X, Android, iOS), devices (PC, Mac, iPhone, Android) and browsers (IE, Chrome, Firefox, Safari) while maintaining reasonable compatibility with up to two older versions of each
- Uses a technology stack that supports development environments that can be easily configured to match production specifications
- Selects the best third-party web services where needed
- Supports content distribution
- Uses a server architecture that primarily utilizes open-source applications where enterprise support is available
- Uses front ends available by ports 80/443 unless VPN or bastion server access is achieved
- Allows modifications to infrastructure to be auditable
- Supports automation of deployments and unit testing
- Provides versioning and auditing of changes in configuration.

Infrastructure security and auditing considerations include:

- Boundaries should be identified and documented, including access and egress points
- Database tiers should not be available externally
- Admin access to environments should be auditable
- Access to configuration should be limited and auditable
- Administrative accounts should require multi-factor authentication (MFA)
- Passwords should be rotated every 60 days
- Accounts automatically disabled every 60 days without successful login
- All operating systems and hardware should be patched regularly and as recommended by vendors

VIHFA also suggests a content management system (CMS) that is open-source, flexible, and easy to manage. The current CMS utilized by VIHFA is WordPress for the CDBG-DR site and Drupal for the main VIHFA site. The content

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manager/admin-side UI is equally important to the experience and success of the site as the customer-facing side. The offeror's response should detail:

- How will you build a system that supports not only users' front-end experience but also content managers' experience?
- Provides content managers with the ability to easily add, delete or edit content to web pages or provide data in the search tool?
- How will you configure the CMS?
- How will the CMS facilitate smoother deployment of content and services?
- How will your implementation help reduce errors?
- What modules, plugins, or other pre-defined or custom-developed functionality units will be used, and how will VIHFA apply updates and patches post-handoff?

Other infrastructure questions that offerors should answer in their approach include:

- How will you plan to build an infrastructure that prevents hardware failures from becoming visible to end users and quickly identifies and isolates more complex issues?
- What types of automated or other testing will be conducted?
- What capacity testing and load testing will be conducted to realistically estimate site performance needs under unexpected conditions, such as large surges in traffic?
- How will you configure the environment for monitoring health and security?

Hosting is also an important aspect of the infrastructure of the site. VIHFA seeks the vendor's assistance with identifying and configuring the right hosting architecture, but VIHFA will pay for and own hosting accounts. The following hosting considerations apply:

- How will you select and architect the best hosting provider and environment configuration?
- What about your proposed approach ensures that hosting is secure, reliable, high-performing, easy to optimize, and cost-efficient?
- How will the hosting solution provide the flexibility to adapt to varying demand levels?
- How do you plan to recover from simple failures of underlying hardware issues and enable a quick diagnosis to speed recovery efforts?
- How can you ensure that the environment will have version control and can be audited and deployed through automation with traceability of every change attributable to an individual and an approval chain?
- Will your implementation plan contain a procedure to back out the change

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and return the system to its original state?

To further ensure the resiliency of the IT infrastructure, the site should be highly available during regional catastrophic events. The vendor must provide a written disaster recovery plan that implements a pilot light in the event of a major catastrophe, with full service restored within three hours.

Vendors should seek to deliver within the requirements of this RFP using open-source technologies wherever feasible. All VIHFA websites, landing pages, and microsites must be secure and live within an HTTPS setting. The respondent should provide an overview of the development process, tools, technology, and staffing mix that would be involved in this project. Additional process details are discussed in the Methodology section.

The website must function similarly across all modern browsers (IE, Chrome, Firefox, Safari), operating systems (Windows, OSX, iOS, Android), and devices (desktops, laptops, smartphones, tablets). Likewise, the user experience should not diminish if the user is on a lower-bandwidth connection, as many users may rely on 3G data speeds via mobile devices to access the site (i.e., the site should not be resource-intensive). The site must support 40 concurrent users with a 1-1.5 second first paint time with routine traffic conditions. The site should have the ability to scale out to accommodate unforeseen spikes in traffic and scale back when traffic subsides. The application must also include storage with versioning.

We request that offerors provide a full list of all hardware/software that will need to be purchased, with cost estimates (these are other direct costs, not the vendor's labor). Based on the list, VIHFA will purchase assets from its partners. Note that VIHFA prefers Microsoft solutions, where they are available to address a software need.

**A. Methodology: Processes, Quality Control, and Measurement**

VIHFA requires that the vendor selected for this site use an agile methodology. Therefore, offerors should describe their approach to agile development and previous experience working within agile environments, including:

- Stakeholder involvement
- Ceremonies
- Demos
- Tools used
- Integration of multiple disciplines (e.g., content, UX)
- Testing and quality assurance (QA)

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Further, vendors must propose an approach that emphasizes a focus on human-centered design and web development that:

- Understands problems and goals before architecting and delivering solutions
- Delivers digital experiences that are engaging, technically viable, and satisfy organizational and user needs
- Scales easily over time
- Uses consistent processes, standards, and automation to achieve rapid iteration
- Provides ample documentation of processes and configurations
- Maintains code quality standards throughout the software development lifecycle
- Uses Lean methods to engage partners, staff, and stakeholders in a collaborative way to solve challenges
- Identifies risks and plans for mitigating them early

Quality control, testing, and compliance are also important elements of the overall IT solution and web development processes. Vendors should respond to the following questions regarding this subject:

- Will you plan on selecting and deploying technologies and software that will not restrict—through licensing or configuration—the ability of end users to interact with the product in the standard user context?
- Will you plan to create a test plan to outline the workflow for the review and test process?
- Will you plan to perform review procedures—testing in development and integration environments—and provide support during system integration, user acceptance, and staging test activities?
- How do you plan to hold the project accountable to a consistent set of quality measures (*Note to offerors: Your payment schedule may dictate some level of accountability*)?

Another important part of the method by which a contractor will approach the design and development of the consumer websites is how the sites will be set up for future success through continuous quality improvements. Before and during launch, the vendor should be prepared to communicate regularly to VIHFA stakeholders the progress of the site. After launch, the sites should already be configured for measurement of its success, and the vendor should provide in its transition materials documentation detailing monitoring and continuous improvement processes suggested for the future within the capabilities provided at launch (e.g., Google Analytics). The following questions will help VIHFA evaluate offerors' understanding of quality control, measurement, and improvement:

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- How will you configure the site to support continuous measurement, reporting, and action planning over time (e.g., Google Analytics)?
- How will you develop a key performance indicators (KPIs) framework that maps specific digital metrics to organizational objectives?
- How will you ensure that VIHFA is equipped to measure the impact of SEO?
- How will you ensure that VIHFA is equipped to track events on the site (e.g., provider searches)?
- What is your process for QA of deliverables of all types, and how will you implement QA fixes in a timely, conscientious manner?
- How will you plan to run manual and automated tests, as well as equip the VIHFA team to conduct such tests post-launch, without affecting the system data, workflows, or user experience?

After evaluating the requirements herein, vendors should propose a realistic timeline for the project along with their technical approach. VIHFA will require training on the use of the content management system prior to publishing.

#### **B. Maintenance & Support Period**

Under this contract, the successful offeror will provide maintenance and support throughout the life of the contract to VIHFA, including:

- Support portal that can route tickets and questions from VIHFA website administrators that supports filtering by each organization (VIHFA, CDBG-DR, ERAP, EnVIsion).
- Technical assistance and training on an as-needed basis for website administrators and content managers
- Bug fixes
- Minor design or content changes
- Consults regarding on-page SEO
- Regular patches and updates to ensure cross-browser compatibility, security, and reliability, including updates to plugins or modules
- Liaise with hosting to address any issues with downtime

**Note:** *VIHFA expects maintenance will not exceed 15 hours per month*

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## 2. MANAGEMENT APPROACH

The following section details the information VIHFA seeks to learn about the offeror in order to better understand its people's capabilities to deliver on the proposed technical approach.

### A. Management Structure


Please provide the following information about your proposed team's management structure:

- Who will lead the project and be accountable for the entire project's performance, serving as the single point of contact for VIHFA, and what are their qualifications for this role?
- Do you require the use of any partners to bring additional capacity and expertise (if so, describe)?
- What tools will your team use internally to collaborate and avoid miscommunication?
- What interdisciplinary teams will work on this project, and what are the workstreams each will maintain?
- How will you plan to recruit and retain the additional staff needed to provide technical expertise, business support, and project management capabilities as needed to meet VIHFA's needs?

Offerors may provide additional information about company training programs or other benefits their employees bring to the table that might differentiate their capabilities and qualifications. Offerors should provide resumes detailing an entire work history and sample projects for all key personnel listed below as an appendix to their response. Additional details may be provided as deemed relevant. If any of the four key personnel for this project are to change during the project, VIHFA requests 30 days' notice and the opportunity to review and approve resumes.

The four key positions are:

- **Project Manager:** Provides overall accountability and oversight for the project; serves as VIHFA's single point of contact.
- **Engineering Lead:** Provides overall strategy and responsibility for IT decision-making, including infrastructure decisions and front-end/backend web development.
- **Experience Lead:** Provides overall strategy and responsibility for content strategy, CX/UX research and design, accessibility, and web analytics.

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- Creative Lead: Provides overall strategy and responsibility related to branding, messaging, content development, and visual design.

Offerors should provide an organizational chart graphic in their response, showing how the team leads will report to the Project Manager and approximately how many other staff and roles will comprise each team. Names and resumes are not required for non-key positions.


#### **B. Management Methods and Tools**

Offerors should describe their processes for the following:

- Identifying issues before they become problems and affect the project
- Develop a project management plan that documents your service delivery approach, change management plan, risk management plan, and quality assurance plan
- Reporting regularly on planned vs. actual costs, work accomplishments, timelines, milestones, and deliverables
- Specific communication touchpoints and methods (e.g., sprint planning, daily standups, Kanban)
- Capturing notes and meeting minutes quickly and in a format readily accessible by the team and all stakeholders
- Managing staff transitions
- Retaining staff with the right skills
- Managing fluctuating workloads and resource needs to ensure the timely delivery of quality products, services, and updates

#### **C. Transition Plan**

VIHFA seeks a partner to develop the consumer website who will create a turnkey product that is ready to transition to the VIHFA IT and Communications division at the end of the project. Offerors should propose a timeframe for transition shortly after launch to production, allowing enough time for familiarization for VIHFA staff and for any bug fixes not identified prior to launch. VIHFA staff should have all necessary access to maintain, change, update, and measure the site's performance. The transition plan may include time to conduct role configuration for VIHFA staff, for example, to ensure appropriate staff can access the CMS to add, delete or edit content to web pages. The transition plan should fully detail the offeror's processes for ensuring a smooth transition to VIHFA for managing the site.

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3. **TERM:** The term of the contract is **two (2) years**, and an option for the VIHFA, in its sole discretion, to renew the Contract for an additional twelve (12) months. 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.

4. **EFFECTIVE DATE:** This Contract shall commence no later than seven (7) business days ("Effective Date") after the execution of this Contract.

**5. COMPENSATION:**


(a) The VIHFA, in consideration of the Contractor's satisfactory performance of the (1) Scope of Services described on pages 2 to 3 above and (2) Scope of Work described on pages 3 to 7 above, shall pay the Contractor as compensation for the services rendered under this contract an amount not to exceed **One Hundred Twelve Thousand Seven Hundred Five Dollars and Forty-Two Cents (\$112,705.42)**. Contractor shall submit invoices for work performed that conform to the Pricing Schedule as outlined on page 32 of Contractor's Proposal. The Contractor's Proposal is attached hereto as **Exhibit 2**. It is expressly understood and agreed that in no event shall the amounts that the VIHFA pays the Contractor under this Contract exceed the amount 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 of applicable funding. VIHFA shall be the final authority regarding the availability of funds for this Contract and what constitutes "applicable funding" to complete this Contract. If any such funds are not made available for the Contract purpose, such an 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.

6. **BILLING:** The Contractor shall submit monthly invoices to the Authority for services performed by Contractor during each billing period. 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](mailto:vshelford@vihfa.gov)

7. **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

Contractor's Initials: 

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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.

**8. 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 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.

**9. CONTRACTOR RESPONSIBILITY:** Contractor shall supervise and direct the work of its employees. The Contractor agrees to maintain the professional standards applicable to its profession. The 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.

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**10. 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.

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

**12. 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.

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

**13. ASSIGNMENT:** Unless as otherwise set forth in this Contract, the Contractor shall not subcontract or assign this contract without the prior written consent of the Authority.

**14. 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.

**15. 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.

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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 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:** The Contractor shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Contractor, including policy coverage periods. The Contractor 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

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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.

**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.

Contractor's Initials: 

Authority's Initials: \_\_\_\_\_

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.

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: The Strategy Group  
9160 Estate Thomas, #214  
Charlotte Amalie, U.S. Virgin Islands 00802  
Attention: John Engerman, CEO  
Title

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.

Contractor's Initials:                     

Authority's Initials:

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

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: [Signature]  
Print Name: Linkey Asken, Jr.

**THE STRATEGY GROUP VI, LLC:**  
[Signature]  
John Engerman  
DATE: 02/24/2023

**WITNESS:**  
Signature: [Signature]  
Print Name: Andrea [unclear]

**ACKNOWLEDGMENT**

TERRITORY OF THE U.S. VIRGIN ISLANDS )  
DISTRICT OF St. Thomas, U.S. V.I. ) ss:  
)

On this 03<sup>rd</sup> day of February, 2023, before me, the undersigned officer, personally appeared John Engerman, 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 The Strategy Group VI, LLC as Contractor.

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

(SEAL)

[Signature]  
Notary Public  
Commission Expires: 4/23/25

**NOTARY PUBLIC**  
Name: Shirley Quetel-Hendricks  
My Commission Exp.: April 23, 2025  
NP Commission #: NP-422-21  
St. Thomas/St. John, USVI District

Contractor's Initials: [Signature]

Authority's Initials: \_\_\_\_\_

WITNESS:

VIRGIN ISLANDS HOUSING  
FINANCE AUTHORITY

Signature: \_\_\_\_\_

\_\_\_\_\_  
Dayna Clendinen,  
Interim Executive Director

Print Name: \_\_\_\_\_

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

WITNESS:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Reviewed for Legal Sufficiency:

Nycole A. Thompson  
Nycole A. Thompson, Esq.  
Legal Counsel

Dated: February 9, 2023

**ACKNOWLEDGMENT**


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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, 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)

\_\_\_\_\_  
Notary Public  
Commission Expires:

Contractor's Initials: 

Authority's Initials: \_\_\_\_\_


**EXHIBIT 1**  
**REQUEST FOR PROPOSALS**

*Contractor's Initials:*



*Authority's Initials:* \_\_\_\_\_

**EXHIBIT 2**  
**CONTRACTOR'S PROPOSAL**

*Contractor's Initials:* 

*Authority's Initials:* \_\_\_\_\_