

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 1st day of January, 2016 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Police Department (hereinafter referred to as "Government") and ShotSpotter, Inc. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide maintenance of subscription-based ShotSpotter flex gunfire location, alert and analysis service, which duties are more particularly described in Addendum I (Scope of Work) attached hereto; and

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

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

1. SERVICES

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

2. TERM

This Contract shall commence on or about January 1, 2016 and shall terminate December 31, 2016, unless terminated in writing by either party.

3. COMPENSATION

In consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), the Government agrees to pay Contractor a sum not to exceed Two Hundred Forty Thousand Dollars (\$240,000), as more specifically set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL

The compensation for services specified in Paragraph 3 above includes the cost of documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract; however, said travel costs and expenses shall not exceed Zero Dollars (\$0) per annum.

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5. RECORDS

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

6. PROFESSIONAL STANDARDS

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

7. DOCUMENTS, PRINTOUTS, ETC.

a. All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived herefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Governor.

b. "Confidential Information" shall mean all information and data classified as confidential under Virgin Islands and federal statutes and rules and regulations. Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the Government and Contractor shall hold the same in confidence, shall not use the Confidential Information except with the specific prior written authorization of the Government, and shall disclose it only to its officers, directors, or employees with a specific need to know. Contractor will not disclose, publish or otherwise reveal any of the Confidential Information, whether received from the Government, derived by Contractor in the performing the services under this Contract, or obtained by any other means or source, to any other party whatsoever except with the specific prior written authorization of the Government. Contractor shall take all necessary steps to safeguard the Confidential Information in conformity with federal and Virgin Islands statutes and rules and regulation. The provisions of this Section shall not apply to Confidential Information that Contractor is required to disclose by law or by court order. In such event the Contractor shall give the Government at least ten (10) days prior notice of disclosing Confidential Information, which notice shall include the legal authority or court order compelling the disclosure Confidential Information and state the specific Confidential Information that the Contractor is compelled to disclose by law or court order. The Government shall have the right to challenge any demand for the disclosure of Confidential Information made by court order or under the authority of law. The provisions of this Section shall survive termination or expiration of this Contract.

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8. LIABILITY OF OTHERS

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

9. ASSIGNMENT

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

10. INDEMNIFICATION

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

11. INDEPENDENT CONTRACTOR

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

12. GOVERNING LAW

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

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

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

15. RIGHT TO WITHHOLD

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

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

16. CONDITIONS PRECEDENT

This contract shall be subject to availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party shall have the right to terminate this Contract with or without cause on 30 days written notice to the other party specifying the date of termination. Upon termination of the agreement, any remaining credit balance on the contract will then be refunded by the Contractor to the Government or paid to the Contractor by the Government, whichever case applies.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date termination, including payment for the period of the 30 day notice. Upon partial termination of the agreement, any remaining credit balance on the contract will then be refunded by the Contractor to the Government or paid to the Contractor by the Government, whichever case applies.

19. NON-DISCRIMINATION

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

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

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

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

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

GOVERNMENT

Commissioner
Virgin Islands Police Department
45 Mars Hill
St. Croix, USVI 00840

Commissioner
Department of Property & Procurement
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

CONTRACTOR

ShotSpotter, Inc.
Attn: Sonya Strickler
Vice President, Finance
7979 Gateway Blvd, Suite 210
Newark, CA 94560

23. LICENSURE

The Contractor covenants that it:

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

24. FALSE CLAIMS

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

25. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that he shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

26. DEBARMENT CERTIFICATION

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

27. OTHER PROVISIONS

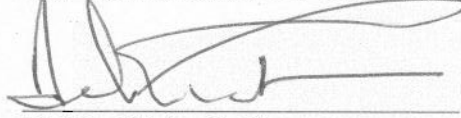
The Addenda attached hereto are, by this reference, incorporated into and made a part this Contract.

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

WITNESSES:

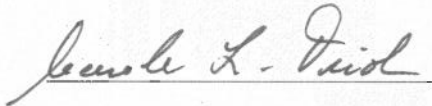


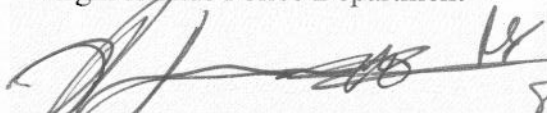
GOVERNMENT OF THE VIRGIN ISLANDS



4-7-16
Date

Delroy Richards, Sr.
Police Commissioner
Virgin Islands Police Department



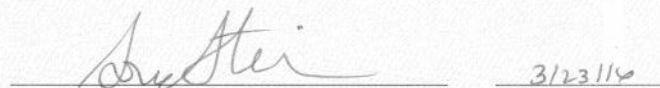

Randolph Bennett
Commissioner
Department of Property & Procurement

8/23/16
Date

CONTRACTOR

ShotSpotter, Inc.




Sonya Strickler, VP Finance & Controller

3/23/16
Date

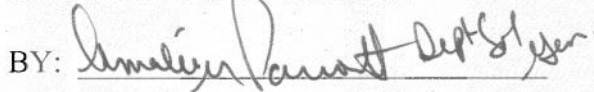
APPROVED:



Kenneth E. Mapp
GOVERNOR OF THE VIRGIN ISLANDS

09-29-16
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE

BY: 

9/26/2016
Date