GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S077DPPT20 (OEST)

This AGREEMENT, made this 1st day of October 2020, **to provide Exterminating Services to the Department of Property and Procurement in the St. Thomas/ St. John District** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **Oliver Exterminating of St. Thomas, Inc.,** whose address is **P. O. Box 302702, St. Thomas, Virgin Islands 00803** hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB046GVIT20 (S) opened on August 4, 2020, and the award of this contract to the Contractor, notification hereof having been made to the Contractor on September 30, 2020, and in further consideration of the covenants and agreements of the Parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the Parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in this proposal hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the services described in the said Invitation for Bids No IFB046GVIT20 (S) and the Scope of Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of said accepted proposal. The Advertisement, Invitation for Bids, Compensation (Addendum II), General Provisions (Addendum III), Termination of Contracts (Addendum IV), any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and the line items as indicated in Compensation (Addendum II), in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on **October 1, 2020** and shall terminate on **September 30, 2021**, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of **one (1) year** with a renewal option for a period of **one (1) year.** No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

SECTION 4. This Contract will remain in force for the full period specified and services of termination shall be satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

(a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
(b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected services when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the services rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such 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.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

SECTION 9. The Contractor shall only provide services in accordance with the schedule outlined in Addendum I (Scope of Work) attached hereto and made a part hereof.

SECTION 10. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 11. The following insurance coverages are required by Contract and Contractor shall maintain these insurance coverages during the term of this Contract.

(a) COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than

one hundred thousand dollars ($100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars ($100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) WORKERS' COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage

SECTION 12. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

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

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

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By: Anthony D. Thomas 10/6/2020
Anthony D. Thomas — Date
Commissioner
Department of Property and Procurement

CONTRACTOR

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By: Andina Ruan 10/6/2020
Andina Ruan — Date
Vice President
Oliver Exterminating of St. Thomas, Inc

(Corporate seal, if Contractor is a corporation)

ADDENDUM I

Scope of Work

EXTERMINATING SERVICES

Oliver Exterminating of St. Thomas, Inc shall supply all chemicals, labor, supervision, transportation, tools, materials and supplies necessary for the proper execution of pest control services in accordance with the guidelines established by Federal, State and Local Government laws, rules and regulation. Oliver Exterminating of St. Thomas, Inc shall provide monthly pest control include cockroaches, rodents, rats, birds, termites, flies, bees, mosquitoes, ants, spiders, silverfish, and millipedes.

LOCATION:

Department of Property and Procurement

CALLS FOR SERVICE:

Oliver Exterminating of St. Thomas, Inc shall respond only to calls from the Director/Commissioner of the Department/Agency or his/her authorized representatives. Oliver Exterminating of St. Thomas, Inc shall provide the services based on the schedule day and time requested by the Government of the Virgin Islands. Pest control service shall be schedule to be performed on definite appointed days and in no event shall Oliver Exterminating of St. Thomas, Inc carry on work outside regular agreed upon working hours without prior approval from the Government of the Virgin Islands. In the event of climate or weather conditions become unsuitable for work or may induce an environmental hazard, then the entire work shall be rescheduled to a date and time satisfactory to Oliver Exterminating of St. Thomas, Inc and the Government of the Virgin Islands. Oliver Exterminating of St. Thomas, Inc shall submit for approval a proposed work schedule which shall be approved in writing by the contract monitor or representative. The government reserves the right to adjust the standard schedule as needed for special events and provides Oliver Exterminating of St. Thomas, Inc written advance notification. These special requests will be negotiated separate from this contract on a case-by-case basis.

Food Handling Areas: Treatment of these areas is limited to ONLY times when food is not being held, processed, prepared, served and when not occupied by Government employees. Oliver Exterminating of St. Thomas, Inc shall at no time enter facility elevators that are occupied by food service equipment while in the possession of pesticides or application equipment.

Oliver Exterminating of St. Thomas, Inc must be licensed in the U.S. Virgin Islands. All personnel must have on their uniforms with the company's name affixed on it, so they are easily recognizable at all times. All services provided are to be completed by a certified, trained and licensed pest control operator.

No pest control material or equipment shall be stored or kept at the Government of the Virgin Islands offices when the Oliver Exterminating of St. Thomas, Inc is not working, without the expressed approval by the Director/Commissioner of the Department/Agency.

Oliver Exterminating of St. Thomas, Inc shall not dispose of any excess pesticide, pesticide containers or any other materials contaminated by pesticides at any location on the premises of the Government.

Chemicals used must comply with requirements of relevant government authorities and be the least toxic and harmless to humans. It is also Oliver Exterminating of St. Thomas, Inc responsibility that chemicals usage does not defer from laws and regulations stipulated by the local government.

PERFORMANCE:

Submission of a quotation by Oliver Exterminating of St. Thomas, Inc shall be accepted as evidence that the contractor examined the job site, this scope of work, and is satisfied as to the location of the work and all other pertinent conditions, which can in any way affect the work or cost under the contract. Oliver Exterminating of St. Thomas, Inc is responsible for field verification of all dimensions and conditions in which the work will be accomplished. Any failure on the part of Oliver Exterminating of St. Thomas, Inc to become fully acquainted with all available information, including physical survey of the existing area and site of the proposed work will not relieve the contractor from successfully performing all the work required to complete the job.

SECURITY:

Oliver Exterminating of St. Thomas, and its employees shall be subject to and shall always conform with, all rules, regulation, policies and procedures pertaining to the security at the above listed facilities. Any violations or disregard for the rules, regulations and policies may be cause for immediate termination of Oliver Exterminating of St. Thomas, Inc . Oliver Exterminating of St. Thomas, Inc and its employees shall always produce and display picture identification identifying the individual as an employee of the contractor.

GOVERNMENT'S FURNISHING MATERIALS:

There will be no government furnished material or equipment