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GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
— 0 —
DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

S18FDPWT21 (JSL)

This AGREEMENT, made this 16th day of March, 2021
for **Roadside Maintenance, Gut Cleaning, Cemetery Cleaning, and Maintenance on St. Thomas/Water Island, Virgin Islands** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **Joseph Schulerbrandt d/b/a Joseph Schulerbrandt Landscaping**, whose address is **P. O. Box 302261, St. Thomas, VI 00803** hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Request for Proposals No. **RFP-004-T-2021 (P) (A)** opened on **January 28, 2021**, and the award of this contract to the Contractor, notification hereof having been made to the Contractor on **February 23, 2021**, 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 all of the services described in the said Request for Proposals No. **RFP-004-T-2021 (P) (A)** 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, Scope of Work (Addendum I), Compensation (Addendum II), General Provisions (Addendum III), Termination of Contracts (Addendum IV), Negotiation Memorandum, any Supplemental Provisions and Specifications 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 Request for Proposals and as indicated in Addendum I (Scope of Work) and Addendum II (Compensation), in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Request for Proposals, and Addendum II (Compensation).



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SECTION 3. This Contract shall commence on March 8, 2021 and shall terminate on March 7, 2022, 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 until all services ordered before the date of termination shall be satisfactorily performed 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



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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 perform 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. Either Party may terminate this Contract for cause by providing ten (10) days written notice to the other party specifying the date of termination. The Government may also terminate this Contract for convenience on ten (10) days written notice in accordance with the Provisions of Addendum IV (Termination of Contracts).

SECTION 13. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

SECTION 14. This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.



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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

Devinia R. Lewis
.....

By: *Anthony D. Thomas* 3/16/2021
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Derek Gabriel
.....

By: *Derek Gabriel* 3/12/2021
Derek Gabriel Date
Commissioner Nominee
Department of Public Works

Witnesses:

CONTRACTOR

Michael L. Thomas
.....

By: *Joseph Schulterbrandt* 3/1/21
Joseph Schulterbrandt Date
Owner
Joseph Schulterbrandt d/b/a Joseph Schulterbrandt
Landscaping