

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

<b>INVITATION BID &amp; AWARD SUPPLY CONTRACT</b>	CONTRACT NO.	PAGE NO. 1	NO. OF PAGES
	ORDER NO.		
ISSUED BY Department of Property & Procurement	ADDRESS 3274 Estate Richmond Christiansted, Virgin Islands 00820		

INVITATION FOR BIDS	
DATE ISSUED <b>August 3, 2021</b>	INVITATION NO. <b>IFB069DPPC21(S)</b>
<p>Sealed bids: (1) The Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference will be received on or before <b>10:00 a.m., Atlantic Standard Time</b>, no later than <b>Wednesday, August 18, 2021</b> and publicly opened at <b>11:30 a.m., Atlantic Standard Time</b> on <b>Wednesday, August 18, 2021</b> for furnishing the supplies or services for delivery f.o.b. ST. CROIX, VIRGIN ISLANDS.</p> <p><b>Electronic Submission: <a href="mailto:ebids_proposals@dpp.vi.gov">ebids_proposals@dpp.vi.gov</a></b>  <i>General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.</i></p>	

SCHEDULE					
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY <small>(NO. OF UNITS)</small>	UNIT	UNIT PRICE	AMOUNT
	Supply of Oils and Lubricants for the Department of Property and Procurement, St. Croix U.S. Virgin Islands				

<b>BID</b>	DATE OF BID
<p>IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN _____ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:</p> <p>_____ PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS</p> <p>BIDDER REPRESENTS (Check appropriate boxes)</p> <p>(1) THAT HE IS _____, IS NOT _____, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL _____, WILL NOT _____, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.</p> <p>(2) THAT HE IS A REGULAR DEALER IN _____, MANUFACTURER OF _____, THE SUPPLIES BID UPON.</p> <p>(3) (A) THAT HE HAS _____, HAS NOT _____, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS _____, HAS NOT _____, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.</p> <p>(4) HE OPERATES AS AN INDIVIDUAL _____, PARTNERSHIP _____, CORPORATION _____, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS</p> <p>(5) PREFERRED BIDDER: _____ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WAS BORN IN THE VIRGIN ISLANDS; _____ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WHO WERE BORN IN THE VIRGIN ISLANDS; _____ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR _____ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.</p>	

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) <i>(Type or Print)</i>	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID →
	TYPE OR PRINT SIGNER'S NAME & TITLE

AWARD		DATE OF AWARD
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS
SUBMIT INVOICE FOR PAYMENT TO: 3274 Estate Richmond Christiansted, Virgin Islands 00820 (340) 773-1561		BY _____ <i>Contracting Officer</i>

**CONTINUATION SHEET**  
(Supply Contract)

Contract, Order, or Invitation No.  
(As Applicable)

Page No.

**IFB069DPP21(S)**

ITEM NO.	Supply of Oils and Lubricants in the St. Croix District	AMOUNT		
		QUANTITY	UNIT	UNIT PRICE
<u>1</u>	Coolant, Concentrate, Anti-freeze, Anti-Boil 35%-35% in 1 gallon containers, 6 per case MFR: _____ NO: _____	20	Cs.	\$ _____
<u>2</u>	Coolant, extended life in 1 gallon containers, 6 per case Brand Name: <b><u>DEX-COOL Only</u></b> MFR: _____ NO: _____	75	Cs.	\$ _____
<u>3</u>	Coolant, Anti-freeze 50/50, 55 gal drum, concentrated MFR: _____ NO: _____	10	Drum	\$ _____
<u>4</u>	Fluid, Automatic transmission, Dextron II or III, 12 quarts per case. MFR: _____ NO: _____	10	Cs.	\$ _____
<u>5</u>	Fluid, Automatic transmission, Dextron VI, 12 quarts per case. Brand Name: <b><u>AC Delco Only</u></b> MFR: _____ NO: _____	75	Cs.	\$ _____
<u>6</u>	Fluid, Automatic transmission fluid, synthetic, 55 Gal. Drum Brand Name: <b><u>Texaco Only</u></b> MFR: _____ NO: _____	10	Drum	\$ _____
<u>7</u>	Fluid, brake, Dot 3/HD in pints, 24 per case. MFR: _____ NO: _____	50	Cs.	\$ _____
<u>8</u>	Oil, hydraulic, Grade 46 in 5 gal. Bucket or Pail MFR: _____ NO: _____	50	Bucket	\$ _____
<u>9</u>	Oil, KD3 Heavy duty super Oil, SAE40 (diesel engine), 12 quarts per case. MFR: _____ NO: _____	25	Cs.	\$ _____
<u>10</u>	Oil, SAE 10-30, 12 quarts per case. Brand Name: <b><u>AC Delco Only</u></b> MFR: _____ NO: _____	100	Cs.	\$ _____
<u>11</u>	Oil, SAE 5W-30, Synthetic Blend, 12 quarts per case. Brand Name: <b><u>AC Delco Only</u></b> MFR: _____ NO: _____	250	Cs.	\$ _____
<u>12</u>	Oil, SAE 5W-20, Full Synthetic, 12 quarts per case. Brand Name: <b><u>Motorcraft Only</u></b> MFR: _____ NO: _____	250	Cs.	\$ _____

Name of Bidder:

**CONTINUATION SHEET**  
(Supply Contract)

**IFB069DPP21(S)**

ITEM NO.	Supply of Oils and Lubricants in the St. Croix District				AMOUNT
<u>13</u>	Oil, SAE 0W-20 Dexos 1 Synthetic, 12 quarts per case. Brand Name: <b><u>AC Delco Only</u></b> MFR: _____ NO: _____	100	Cs.	\$	\$
<u>14</u>	Gear Oil 80W - 140, 55 Gal. Drum Brand Name: <b><u>Texaco Only</u></b> MFR: _____ NO: _____	25	Drum.	\$	\$
<u>15</u>	Oil, SAE 15W - 40 Diesel, 12 quarts per case. Brand Name: <b><u>Texaco Only</u></b> MFR: _____ NO: _____	50	Cs.	\$	\$
<u>16</u>	Oil, SAE 15W - 40 Diesel, 55 Gal. Drum Brand Name: <b><u>Texaco Only</u></b> MFR: _____ NO: _____	25	Drum.	\$	\$
<u>17</u>	Power Steering Fluid, 12 quarts per case. MFR: _____ NO: _____	50	Cs.	\$	\$
<u>18</u>	Metal and Rubber Lubricant, 12 quarts per case. MFR: _____ NO: _____	75	Cs.	\$	\$
<u>19</u>	Gear Oil, 80W-90, 12 quarts per case. MFR: _____ NO: _____	25	Cs.	\$	\$
<u>20</u>	Oil, SAE 15W-40 Diesel, 5 Gal. Bucket or Pail Brand Name: <b><u>Chevron Delo 400 LE Only</u></b> MFR: _____ NO: _____	25	Bucket.	\$	\$
<u>21</u>	Oil, Hydraulic, AW 68, 55 Gal. Drum MFR: _____ NO: _____	25	Drum.	\$	\$
<u>22</u>	Coolant, extended life, Dex-Cool, 55 Gal. Drum Brand Name: <b><u>DEX-COOL Only</u></b> MFR: _____ NO: _____	25	Drum.	\$	\$
<u>23</u>	Coolant, Dex-Cool, 6 per case Brand Name: <b><u>Prestone Only</u></b> MFR: _____ NO: _____	50	Cs.	\$	\$
<u>24</u>	Coolant, Anti-Freeze, Orange, 6 per case Brand Name: <b><u>Motorcraft Only</u></b> MFR: _____ NO: _____	25	Cs.	\$	\$

**Name of Bidder:**

**CONTINUATION SHEET**  
(Supply Contract)

Contract, Order, or Invitation No.  
(As Applicable)  
**IFB069DPP21(S)**

Page No.

ITEM NO.

Supply of Oils and Lubricants in the St. Croix District

AMOUNT

## NOTICE TO BIDDERS

ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE **PHYSICAL LOCATION** OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MAILING ADDRESS ONLY WILL NOT SUFFICE.

BIDDERS **MUST** INSERT THEIR E.I.N.-EMPLOYER'S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY'S NAME AND ADDRESS IS REQUIRED.

PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL. FAILURE TO COMPLY WITH ALL THE REQUIREMENTS AS OUTLINED, **MAY** DISQUALIFY THE BIDDER.

- A. ORGANIZATION AND PERSONNEL i.e. number of employees
- B. LISTING OF PROJECT EXPERIENCE WITHIN THE LAST 2 YEARS.
- C. REFERENCES LETTERS (2 minimum)
- D. CURRENT VIRGIN ISLANDS BUSINESS LICENSE FOR THE TYPE OF SERVICE BEING REQUESTED
- E. CERTIFICATE OF GOOD STANDING dated July 1, 2021 or later
- F. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY
- G. ARTICLES OF INCORPORATION/ ORGANIZATION/ PARTNERSHIP FORMATION, IF APPLICABLE
- H. TRADE NAME CERTIFICATE, if applicable
- I. NON-COLLUSION AFFIDAVIT FORM DPP-NCA-52-75
- J. CURRENT SAM.GOV REGISTRATION
- K. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE, if applicable

"IT SHALL BE THE BIDDERS' RESPONSIBILITY TO DELIVER BID TO THE DESIGNATED LOCATION PRIOR TO THE BID TIME SPECIFIED ON PAGE 1 OF THIS BID."

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER. UNDERBIDDING CAN DEEM YOUR BID NON-RESPONSIBLE."

Name of Bidder:

<b>Standard Form 86</b> November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104. Rev. 3-18-08	<b>CONTINUATION SHEET</b> (Supply Contract)	Contract, Order, or Invitation No. (As Applicable)  <b>IFB069DPP21(S)</b>	Page No.
--	--	--	----------

<b>ITEM NO.</b>	<b>Supply of Oils and Lubricants in the St. Croix District</b>	<b>AMOUNT</b>
-----------------	--	---------------

**CONTRACT PERIOD:** The period of any contract entered into under this Invitation for Bids shall be for a period of one (1) year. (October 1, 2021- September 30, 2022).

**OPTION TO RENEW:** The service of this contract may be extended for an additional one (1) year period subject to the availability of funds.

**SUPPLEMENTARY PROVISIONS:** The application of all materials will be in such a manner so as not to cause harm to humans, foodstuff or equipment within the building and/or property.

The successful Contractor shall maintain Workmen's Compensation Insurance, & Comprehensive General Liability Insurance against bodily injury with limits of \$100,000.00 and against property damage with limits of \$100,000.00, the cost of which shall be borne by the Contractor and maintained fully during the term of the Contract & Government must be an additional insured via a schedule endorsement after award.

A copy of the Insurance listed herein shall be filed with the Department of Property & Procurement, 3274 Estate Richmond, St. Croix, U. S. Virgin Islands 00820.

The Contractor shall be liable for loss or damages to property or persons, however, in no case shall such negligence be presumed or inferred.

The Contractor agrees not to refuse to hire or employ or to bar or discharge from employment any individual because of race, religion, color, or ancestry.

The Contractor hereby agrees to pay the existing minimum wages, Federal and/or Local taxes as may be applicable.

**PROMPT PAYMENT DISCOUNT:** Prompt payment discounts shall NOT be considered in the evaluation bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by the bidder.

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on Page 1 of the Bid Form is hereby deleted.

**EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

**PREFERRED BIDDERS:** In addition to placing a check (√) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership or Corporation name be added to a Preferred Bidders' List to be maintained by the Commissioner of Property & Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property & Procurement, Division of Procurement, 8201 Subbase, 3rd Floor Subbase, St. Thomas, U. S. Virgin Islands, or 3274 Estate Richmond, Christiansted, St. Croix, U.S. Virgin Islands, notarized, and submitted to the Division of Procurement not later than the date and hour of bid opening as specified on Page 1 of this bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V. I. C. § 236 a, will not be considered eligible as Preferred Bidders for this Invitation for Bids.

**Name of Bidder:**

**CONTINUATION SHEET**  
 (Supply Contract)

Contract, Order, or Invitation No.  
 (As Applicable)

Page No.

**IFB069DPP21(S)**

<b>ITEM NO.</b>	<b>Supply of Oils and Lubricants in the St. Croix District</b>	<b>AMOUNT</b>
-----------------	--	---------------

Pursuant to Act No. 3072, approved July 29, 1971, amending Section 245 of Chapter 23, Title 31 of the Virgin Islands Code, each person who submits a bid in relation to any purchase in excess of \$1,000.00, under this Chapter, will disclose the Name and Address of each individual having a beneficial interest of more than five (5%) per Centum in the bidding enterprise, and if the bidder is a Corporation, the Names and Addresses of all its Officers and Directors.

<u>NAME</u>	<u>ADDRESS / PHONE</u>	<u>TITLE</u>

**QUANTITIES:** All quantities listed in this Invitation for Bids are **estimates** only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The successful Contractor shall only fulfil orders in accordance with approved purchase orders issued by the Government.

**CONDITION PRECEDENT:** Any Contract awarded pursuant to this Invitation for Bids shall be subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

**Name of Bidder:**

**GOVERNMENT OF THE VIRGIN ISLANDS**  
**DEPARTMENT OF PROPERTY AND PROCUREMENT**

**NON-COLLUSION AFFIDAVIT**

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of .....

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of .....

Notary Public



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

## SUPPLY CONTRACT

No.....

This AGREEMENT, made this ..... day of \_\_\_\_\_, 20\_\_\_\_\_ for the **Purchase and Delivery of [insert description of items here] in the [insert district] District** by and between the Government of the Virgin Islands, hereinafter called the “GOVERNMENT”, and **[insert company’s legal name as it appears on the company’s articles of incorporation or other formation document, if company has a tradename/dba insert d/b/a/ XYZ, eg. ABC Corporation d/b/a ABC Supplies]**, whose address is **[insert address here]** hereinafter called the “CONTRACTOR”,

**WITNESSETH:**

For, and in consideration of the acceptance of the Contractor’s proposal, under Invitation for Bids No..... opened on ..... and the award of this contract to the Contractor, notification hereof having been made to the Contractor on ....., 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 bid hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the commodities described in the said Invitation for Bids No. .... and the Scope of Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of said accepted bid. The Advertisement, Invitation for Bids, Scope of Work (Addendum I), General Provisions (Addendum II), Termination of Contracts (Addendum III), Provisions from 2 CFR 200 - Appendix II (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 Addendum I (Scope of Work), in lawful money of the





OPCMR

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 ..... and shall terminate on \_\_\_\_\_, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of ..... with a renewal option for a period of ..... 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 articles or commodities ordered before the date 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 commodities 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 commodities 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 commodities 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.



OPCMR

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. All quantities listed in this Contract are estimates only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The Contractor shall only fulfill orders in accordance with approved purchase orders issued by the Government.

SECTION 10. Contractor shall submit invoices on a biweekly (every two (2) weeks) basis and addressed to the Department of Property and Procurement. The Government will pay Contractor upon receipt of properly completed invoices that; references the date of the purchase/s, the Department making the purchase, quantities, the line item number of the good/s referenced in Contractor's contract, and shall include the cost of the awarded line item.

SECTION 11. 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 12. 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 13. 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 III (Termination of Contracts).



OPCMR

SECTION 14. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

SECTION 15. This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

SECTION 16. NOTICE OF FEDERAL FUNDING. Contractor acknowledges that this Contract may be 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 offence.

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**

.....

By: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony D. Thomas  
Commissioner  
Department of Property and Procurement

Witnesses:

**CONTRACTOR**

.....

By: \_\_\_\_\_ Date \_\_\_\_\_  
[name]  
[title]  
[Company name]

*(Corporate seal, if Contractor is a corporation)*



## Addendum I Scope of Work

The Contractor shall supply the following line items to the Government in the quantities ordered by the Government at the prices quoted in Contractor's bid in response to IFB No. \_\_\_\_\_, which is attached hereto and incorporated by this reference:

# ADDENDUM

## GENERAL PROVISIONS

(SUPPLY CONTRACT)

### 1. DEFINITIONS

As Used throughout this contract, the following terms shall have the meaning set forth below:

The term "Contracting Officer" means the Commissioner of the Department of Property & Procurement; and the term includes, except as otherwise provided in the contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

### 2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

### 3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Contracting Officer.

### 4. VARIATION IN QUALITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specify elsewhere in this contract.

### 5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest

is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

#### **6. RESPONSIBILITY FOR SUPPLIES**

Except as otherwise provided in the contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

#### **7. PAYMENTS**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

#### **8. ASSIGNMENT OF CLAIMS**

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this

contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

#### **9. ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government of if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

#### **10. EXAMINATION OF RECORDS**

(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Government Comptroller of the U. S. Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Government Comptroller of the Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

#### **11. DEFAULT**

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or service fees to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph

(a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such

amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## 12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Attorney General. The decision of the Attorney General or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above:- Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

**14. BUY AMERICAN ACT**

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a□d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) "a domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products;

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

**15. CONVICT LABOR**

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

**16. OFFICIALS NOT TO BENEFIT**

No member of the Legislature, or Delegate to the United States Congress, or official or employee of the Executive Branch of the Government of the Virgin Islands, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**17. COVENANT AGAINST CONTIGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



# ADDENDUM

## TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (SUPPLY CONTRACTS)

**1. PREPARATION OF BIDS:** (a) Bidders are expected to examine the drawings, specifications, invitations, and all instructions. Failure to do so **will** be at the bidder's risk. (b) Bids must be in ink or printed on the bid forms furnished herewith. Bids submitted in pencil will be rejected. Bids containing alterations or erasures **will** be rejected, unless the alteration or erasure is crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid, signed by the bidder explaining the correction of the alteration or erasure. (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Contracting Officer will retain all such proof on file for acceptance of future bids, if requested to do so. (d) The bidder must sign his proposal correctly and in ink. If the proposal is offered by an individual or partnership, his name, office and post office addresses must be shown. If offered by a corporation, the person signing the proposal must give his name, title, and business address. Anyone signing a proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation. (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified. (f) When not otherwise specified, the bidder must state a definite time of proposed delivery. (g) Time, if stated as a number of days will include Sundays and holidays. **2. SUBMISSION OF BIDS:** (a) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Bids shall be submitted so as to be received in the Office of the Contracting Officer not later than the exact time set for opening of bids. To be considered for award, a bid must comply in all material respects with the invitation for bids so that, both as to the method and timeliness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained.

(b) Sample of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the Invitation. (c) In the event no bid is to be submitted, Bidders are advised not to return the Invitation unless otherwise specified. However, a letter or post card shall be sent to the Issuing Office advising whether future Invitations for the type of supplies or services covered by the Invitation is desired. Failure to so advise the Issuing Office may be interpreted against the bidder. **3. WITHDRAWAL OF BIDS:** Bids may be withdrawn only by written notice provided that such notice is received prior to the time set for opening of the bid. **4. LATE BIDS:** (a) Bids received at the Office of the Contracting Officer after the precise time set in the Invitation for Bids are late bids. (b) A late bid shall be considered for award only if it is received before award; and either; (i) It was sent by mail including registered or certified for which an official dated post office stamp (*Postmark*) on the envelope has been obtained, and it is determined that the lateness was due solely to a delay in the mails for which the bidder was not responsible; or (ii) If submitted by mail it was received at the Office of the Contracting Officer in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Government. The only evidence acceptable to establish timely receipt at the Office of the Contracting Officer is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U. S. Postal Service. (c) **Hand-Carried Bids:** A late hand-carried bid, or any other late bid not submitted by mail. (d) **Registered Mail:** The time of mailing of a late bid, mailed by registered mail, may be determined by the date of the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes timely mailing. (e) **Certified Mail:** The time of mailing a late bid; mailed by Certified Mail for which a postmarked Receipt for Certified Mail was obtained, shall be deemed to be the last minute of the date shown on the postmark on such receipt where: (i) the Receipt for Certified Mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day of that station; or (ii) an entry in ink on

the Receipt of Certified Mail, showing the time of mailing and the initials of the postal employee receiving the item and making the entry, is appropriately verified in writing by the post office station of mailing in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late. (f) **Metered Mail:** Bids or modifications thereof transmitted in a metered envelope received after the time set for opening will be deemed to have been mailed on the last minute of the day indicated by the metered stamp unless in such event a bidder is able to submit clear and convincing proof as to the actual or approximate time of mailing. **5. IDENTIFICATION OF OFFER:** Bidders shall show brand name, catalog number, model and so forth as applicable on bid form covering the product they are bidding on and propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the Schedule, as a reference, will be supplied. **6. CASH DISCOUNT PROVISIONS:** (a) Discounts offered for a period of less than 20 days will not be considered in making award. Bids offering discounts for payment within periods in excess of twenty (20) days will be evaluated for the purpose of award. (b) In connection with discounts offered, time will be completed from date of acceptance of the supplies by the Government. Provided, however, that the Government is not unreasonably nor unduly negligent in accepting shipment. **7. AWARD OF CONTRACT:** (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. (b) The Government may award items separately or by grouping items in total lots. (c) Bidder acknowledges that all quantities listed on the bid sheet or any awarded contract are estimates and the Government will only purchase items based on its actual needs which may or may not amount to the total estimated quantities. **8. REJECTION OF BIDS:** The Government may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby. **9. PRICES:** (a) All prices bid shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an "escalation clause" will not be considered unless specifically authorized by the Government in the Invitation for Bids. (b) For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control. (c) All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there, tender delivery.

# ADDENDUM

## TERMINATION OF CONTRACTS

— 0 —

### CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
- (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the

performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.

- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
  - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not

terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
- (ii) the total of —
  - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
  - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
  - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.