

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

SUPPLY CONTRACT

No. S018DOLT19 (W180)

This AGREEMENT, made this _____ day of _____, 2019

To Provide 180 Work-Up Job Search and Readiness Course to the Department of Labor by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and (an individual[]), (a partnership[]), (joint venture[]), (a corporation []), (incorporated in the state of Connecticut []) doing business as WORKFORCE180, LLC, whose address is 800 Village Walk, Suite 172, Guilford, CT 06437 hereinafter called the "CONTRACTOR", Witnesseth:

For, 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:

SECTION 1. The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract. The General Provisions Termination of Contract, 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 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 General Provisions.

SECTION 3. This Contract shall commence upon the execution of this Contract by the Commissioner of the Department of Property and Procurement of the Virgin Islands and shall terminate **Twenty-Four (24)** months thereafter. 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 service 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 service 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 service 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.

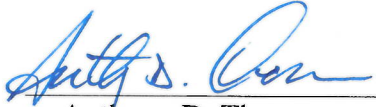
This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.



IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in twelve (12) counterparts, which shall be deemed an original, in the year and day mentioned in the first paragraph.


Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS


.....

.....

By:  5.22.19
Date
Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement


.....

.....

By:  5/16/19
Date
Gary Molloy
Commissioner Nominee
Department of Labor

Witnesses:

CONTRACTOR


.....

.....

By:  5/14/19
Date
Mike Fazio
Founder/ CEO
Workforce180, LLC

(Corporate seal, if Contractor is a corporation)