

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

SUPPLY CONTRACT

No. S012DHSC20 (DVD)

This AGREEMENT made this 15th day of January, 2020
for the Air Conditioning Repair and Maintenance Services for the Department of Human Services (DHS) for the District of St. Croix, U.S.V.I. by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and D.V.D. Construction Inc. (an individual[]), (a partnership[]), (joint venture[]), (a corporation [X]), (incorporated in the state of [X]) (Territory of St. Croix, United States Virgin Islands), doing business as D.V.D. Construction, Inc. whose address is 6008 A Estate Castle Coakley, Christiansted, St. Croix USVI 00820 hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB002DHSC20 (S) opened on October 23, 2019 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on January 7, 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. IFB002DHSC20 (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, 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 January 27, 2020 and shall terminate on January 26, 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 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.

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 eleven (11) counterparts, each of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

Marsha Shephard
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By: Anthony D. Thomas 01/15/2020
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Witnesses:

CONTRACTOR

Roger Kainth
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By: Roger Kainth 1/15/2020
Roger Kainth Date
General Manager
D.V.D. Construction, Inc.

(Corporate seal, if Contractor is a corporation)



**ADDENDUM I
SCOPE OF WORK**

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

Page No.

IFB002DHSC20 (S)

ITEM NO.	SUPPLIES OR SERVICES	AMOUNT
	<p>Department of Human Services St. Croix, Virgin Islands 00820</p> <p>Air Conditioning Repair & Maintenance Services at Department of Human Services, St. Croix USVI</p> <p>Scope of Work</p> <p>The Division of Family Assistance (DFA) is requesting air conditioning maintenance and repair services for its building located at 4102 Mars Hill, Frederiksted, VI. The building is 30,000 square feet, and include: 30 offices, 20 bathrooms, 2 main lobbies, 1 lounge, 2 kitchenettes, 3 main work floors with a total of 35 cubicles, and 1 video conference room.</p> <p>The Division is requesting air conditioning maintenance and repair services once a month to be performed on Saturdays.</p> <p>The Division will ensure access to the internal and external areas of the building that is being serviced. The air conditioning maintenance and repair company is expected to provide all supplies and equipment necessary to complete the tasks.</p> <p>Monthly Task Assignment:</p> <p>Maintenance Services for Twenty-Eight (28) Central and Mini Split Air Conditioning Systems.</p> <p>Services Include:</p> <ul style="list-style-type: none">> Clean All Supply and Return Registers.> Wash and Replace Return Filters Per Unit as Necessary.> Inspect, Clean and Flush All Condensate drain Lines.> Inspect and Confirm proper Component Operations. <p>4 > 4 Ton BTU Central Systems. 4 > 12 Ton BTU Central Systems. 20 > MINI SPLIT Wall Mount Systems.</p> <p>Service Calls for AC unit repairs</p>	\$.