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

SUPPLY CONTRACT

S08ADHST21 (PSS)

This AGREEMENT, made this 25th day of January, ~~2020~~ 2021

to **Provide Janitorial Services to the Department of Human Services (Sugar Estate Multi-Purpose Complex) in the St. Thomas/ St. John District** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and Proven Group, LLC d/b/a Proven Sales & Services, whose address is P.O. Box 9561, St. Thomas, VI 00801 hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under the Request for Quote No. RFQ-001-T-2020 (Q) opened on October 16, 2020 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on November 23, 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 bid 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 Quote No. RFQ-001-T-2020 (Q) 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, Request for Quote, Scope of Work (Addendum I), Compensation (Addendum II), General Provisions (Addendum III), and 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 Request

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for Quote and the line items 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 Quote, and Addendum II (Compensation).

SECTION 3. This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate one (1) year thereafter, 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 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.

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



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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 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.



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

Derrica R. Lewis
.....

By: *Anthony D. Thomas* 1/25/2021
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

[Signature]
.....

By: *Kimberley Causey-Gomez* 12.11.2020
Kimberley Causey-Gomez Date
Commissioner
Department of Human Services

Witnesses:

CONTRACTOR

Darren Leon
.....

By: *Glenroy Henry* 12/3/2020
Glenroy Henry Date
President
Proven Group, LLC d/b/a Proven Sales & Services

(Corporate seal, if Contractor is a corporation)



ADDENDUM I SCOPE OF WORK

Proven Group, LLC d/b/a Proven Sales & Services shall provide Janitorial services at the Department of Human Services- Sugar Estate Multi-Purpose Complex at the prices quoted in Contractor's bid in response to RFQ-001-T-2020 (Q), which is attached hereto and incorporated by this reference.



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DAILY CLEANING:

- A. Clean and sweep all hard floor surfaces.
- B. Wash and disinfect all bathroom fixtures and surfaces, including bathroom floors, counters, commodes and urinals.
- C. Wash and disinfect all counter and table tops in the lobby, lounge and kitchen areas.
- D. Remove and dispose all trash and debris from wastebaskets and other refuses in lobbies, offices conference rooms, lounges, kitchens and restrooms, including any other debris, refuse or trash designated for disposal. The latter may include, but not limited to, shredded paper, boxes, cooking oil or other material from any office which may periodically be heavy. All refuse will be disposed of in the public landfill, transportation to which is the responsibility of the Contractor.
- E. Provide continuous replacement supply of trash and disposal bags for the above listed refuses, including 150 gallon-bags for shredders.
- F. Provide continuous replacement supply of toilet paper, paper towels and liquid hand soap for all restrooms as needed.
- G. Provide continuous replacement of hand towels, dish liquids and hand soaps in kitchen areas.
- H. Sweep and mop all entry areas including lobbies and waiting rooms.
- I. Mop and disinfect all hard floor surfaces.
- J. Clean approximately 20,000sq. ft. of interior glass surfaces, which includes cleaning both sides of interior and exterior glass doors, glass windows and glass panels (interior windows consist of windows in inner-office walls).
- K. Clean all entrance and exit doors and glass security screens.

TO BE COMPLETED TWICE A WEEK:

- A. Vacuum all carpet surfaces.
- B. Dust all desks, equipment surfaces, and clean computer monitor screens.
- C. Clean and disinfect all wastebaskets, trash receptacles, and refuse containers in lobby areas with approved sanitizing agent.

TO BE COMPLETED EVERY FOUR (4) MONTHS:

- A. Clean all exterior glass windows.
- B. Shampoo carpets in all areas, including offices and conference rooms.
- C. Clean air conditioning vents.
- D. Clean window blinds throughout the interior of the buildings.
- E. Wash, buff and wax all hard floor surfaces.



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All custodial services outlined in this SOW shall include the Department of Human Services (DHS), Senior Citizens Affairs Suite located on the first floor of the Knud Hansen Building and should begin after 5:00 p.m. Monday to Friday.

Entrance to the buildings to work during weekends and holidays must be coordinated with Euzebe Birmingham, Maintenance Director, DHS.

Work performed on weekends and holidays shall be compensated at the same rate as regular business hours.

Work must be completed in a workmanlike manner. All office items (desk, chairs, wastebaskets, etc.) must be returned to original locations/positions.

Price quotes should include all labor, materials, supplies and disposals to landfills. All supply costs and fees for periodic heavy work days (ex: end-of-year consolidation of files or holidays) will not be considered as additional charges.

Building square footage for each location follows: