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

SUPPLY CONTRACT

S09ALGOT21 (VICSE)

This AGREEMENT, made this 4th day of January, 2021
to **Provide Janitorial Services at the Office of the Lieutenant Governor (Nisky Center location) in the St. Thomas/ St. John District** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **Virgin Islands Cleaning Services Enterprise** whose address is **P. O. Box 11134 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 30, 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

S09ALGOT21 (VICSE)

Initial LT



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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

S09ALGOT21 (VICSE)

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the day and year first above written.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

Devigra R. Harris
.....

By: Anthony D. Thomas 01/04/2021
Date
Anthony D. Thomas
Commissioner
Department of Property and Procurement

Razuel P. Penn
.....

By: Tregenza A. Roach 12-16-2020
Date
Tregenza A. Roach, Esq
Lieutenant Governor
Office of the Lieutenant Governor

Witnesses:

CONTRACTOR

Leonie Thomas
.....

By: Leonie Thomas 12-1-2020
Date
Leonie Thomas
Owner
Virgin Island Cleaning Service Enterprise, LLC