



Department of Property & Procurement

Government of the United States Virgin Islands
3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.774.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



Executed letter

October 23, 2020

Eldon Providence

Manager

Oliver Exterminating of St. Croix, Inc.

P.O. Box 787

Christiansted, VI 00821-0787

RE: S42BGVIC20 (OEI) Purchase and Delivery of Exterminating Services to various Departments in the St. Croix District.

Dear Mr. Providence:

Transmitted herewith is the attached fully Supply Contract (Supply Contract) to provide Purchase and Delivery of Exterminating Services to various Department in the St. Croix District. during the period of **October 1, 2020 through September 30, 2021**. **Oliver Exterminating of St. Croix, Inc.** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Oliver Exterminating of St. Croix, Inc.** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Dynell R. Williams

Deputy Commissioner of Procurement

DRW/ajl

xc: Government of the Virgin Islands
File

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

SUPPLY CONTRACT

No. S42BGVIC20 (OED)

This AGREEMENT, made this 22 nd day of October, 2020
for Purchase and Delivery of Exterminating Services to various Departments in the St. Croix District. by
and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT"; and Oliver
Exterminating of St. Croix, Inc. (an individual []), (a partnership []), (joint venture []), (a
corporation [X]), (incorporated in the State of []), (Territory of [X]), the United States Virgin Islands,
doing business as Oliver Exterminating of St. Croix, Inc.
whose address is P.O. Box 787, Christiansted, VI 00821-0787
hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids
No. IFB056GVIC20 (S) opened on September 18, 2020 and the award of this contract to the Contractor,
notification hereof having been made to the Contractor on September 28, 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. IFB056GVIC20 (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
item(s) as indicated in Attachment A, which are both incorporated by reference, 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 October 1, 2020 and shall terminate on
September 30, 2021, unless mutually extended or terminated by the parties. The services under this
contract shall be for a period of three hundred & sixty-five (365) days 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.

S42BGVIC20 (OED)

Initials EP

SECTION 4. This Contract will remain in force for the full period specified and until all articles or commodities ordered before date of termination shall have been 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.

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 one (1) original, in the year and day mentioned in the first paragraph.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature].....

By:

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property & Procurement

10/22/2020

Date

Witnesses:

CONTRACTOR

Maria A. Lopez.....

By:

Eldon Providence
Eldon Providence, Manager
Oliver Exterminating of St, Croix, Inc.

10-19-2020

Date

If Contractor is a Corporation, seal of Corporation must be affixed.

GOVT. PRTG. OFFICE 5-23-78-3000

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

INVITATION BID & AWARD SUPPLY CONTRACT	CONTRACT NO.	PAGE NO.	NO. OF PAGES
	ORDER NO.	1	
ISSUED BY Department of Property & Procurement	ADDRESS 3274 ESTATE RICHMOND CHRISTIANSTED, U.S. VIRGIN ISLANDS 00820		

INVITATION FOR BIDS	
DATE ISSUED September 03, 2020	INVITATION NO. IFB056GVIC20 (S)
<p>Sealed bid subject to (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 at the above office until 10:00 o'clock am, Atlantic Standard Time, not later than Thursday, September 17, 2020 and publicly open thereafter for furnishing the supplies or services for delivery f.o.b. ST. CROIX, VIRGIN ISLANDS. Electronic Submission: ebids_proposals@dpp.vi.gov</p>	

SCHEDULE					
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Exterminating Services for Various Departments, St. Croix, U.S. Virgin Islands.			\$4,316.00	\$51,892.00

BID	DATE OF BID
<p>IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN <u>30</u> 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 xx 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 <u>x</u> MANUFACTURER OF ____ THE SUPPLIES BID UPON.</p> <p>(3) (A) THAT HE HAS <u>x</u> 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 <u>x</u> INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS</p> <p>(5) PREFERRED BIDDER: <u>x</u> 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 <u>x</u> WHO WERE BORN IN THE VIRGIN ISLANDS; <u>x</u> 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 <u>x</u> 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) (Type or Print) Oliver Exterminating of STX Inc. P.O. Box 787 Christiansted St. Croix VI 00821-0787	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID → <i>Eldon Providence</i> TYPE OR PRINT SIGNER'S NAME & TITLE Eldon Providence /Manager
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AWARD		DATE OF AWARD
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS BY <i>Anthony D. Roman</i> Contracting Officer
SUBMIT INVOICE FOR PAYMENT TO: Department of Property and Procurement 3274 ESTATE RICHMOND CHRISTIANSTED, U.S. VIRGIN ISLANDS 00820		

ADDENDUM I

Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104, Rev. 3-18-68		CONTINUATION SHEET (Supply Contract)		Contract, Order, or Invitation No. (As Applicable)		Page No. 2	
ITEM NO.		SUPPLIES OR SERVICES		IFB056GVIC20(S)			
		UNIT	UNIT PRICE	AMOUNT			
1A.		Month	\$	\$			
DEPARTMENT OF HUMAN SERVICES - HEAD START PROGRAM 6179 Estate Anna's Hope, Christiansted, VI <u>ADMINISTRATION BUILDING (INTERIOR)</u> a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Offices/Rooms: Administration - Three (3) Offices / Three (3) Cubbies Hallway - Three (3) Offices / One (1) Lounge / One (1) File Room / Two (2) Bathrooms / One (1) Conference Room One (1) Receptionist Office / Receptionist Area / Two (2) Bathrooms Six (6) Offices / Fifteen (15) Cubbies / One (1) File Room / One (1) Storeroom / Hallway Two (2) Bathrooms / One (1) Utility Room / One (1) Electrical-Telephone Room <u>ADMINISTRATION BUILDING (EXTERIOR)</u> One (1) Storeroom / One (1) 40 ft. Trailer Entire Perimeter of Building <u>CENTRAL STOREROOM</u> One (1) Large Area / One (1) Bathroom Perimeter of Interior and Exterior c. Specify day of week services are to be performed: <u>3rd Monday of each month at 7:00am</u> <u>Headstart Centers</u> a. Number of floors to be serviced: <u>varies by locations</u>							

Name of Bidder: Oliver Exterminatig of STX
 S42BGVIC20(OEI)

IFB056GVIC20(S)
 Initials EP

ADDENDUM I

Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104, Rev. 3-18-08	CONTINUATION SHEET (Supply Contract)	Contract, Order, or Invitation No. (As Applicable)	Page No. 3
		IFB056GVIC20(S)	
ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE
	DEPARTMENT OF HUMAN SERVICES - HEAD START PROGRAM (CONT'D) b. Number of Offices/Rooms: Community Methodist Center I, II, III, IV, V, VI located at the Herbert Grigg Home for the Aged Six (6) Rooms including Exterior of Building and One (1) Lounge Richmond Headstart 17 Richmond, Christiansted, VI Six (6) Rooms / One (1) Outdoor Bathroom including Exterior of Building Kingshill I & II 30AA Kingshill, Kingshill, VI Five (5) Rooms including Exterior of Building Anna's Hope Complex I & II 179-181 Anna's Hope, Christiansted, VI Four (4) Rooms / One (1) Outdoor Bathroom including Exterior of Building. Also spray outdoors for ants. Concordia 73 Concordia, Frederiksted, VI Four (4) Rooms including Exterior of Building. Also spray outdoors for ants. Frederiksted 14 Mars Hill, Frederiksted, VI Eight (8) Rooms (one storage room downstairs) including Exterior of Building. Also spray for ants. c. Specify day of week services are to be performed: <u>3rd Monday of each month. No Children in the Centers</u> <u>on these Mondays.</u>		
1B.	DEPARTMENT OF HUMAN SERVICES 19 Estate Diamond, Frederiksted, VI a. Number of Offices/Rooms: <u>Four (4) Rooms</u> b. Specific day of week services are to be performed: <u>First (1st) Friday of each month</u>	Month	\$ _____
			\$ _____

Name of Bidder: Oliver Exterminating of STX
 S042BGVIC20(OEI)

IFB056GVIC20(S)
 Initials EP

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Standard Form 88 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-18.107 36-104, Rev. 3-18-08		CONTINUATION SHEET (Supply Contract)		Contract, Order, or Invitation No. (As Applicable)	Page No. 4
IFB056GVIC20(S)					
ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
<div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 10px auto;">1C.</div>	<p style="text-align: center;">DEPARTMENT OF HUMAN SERVICES - (CONT'D)</p> <p style="text-align: center;">DEPARTMENT OF HUMAN SERVICES - HERBERT GRIGG HOME FOR THE AGED 24AA Kingshill, St. Croix, VI 00850</p> <p style="text-align: center;"><u>MAIN BUILDING</u></p> <p>a. Number of Offices/Rooms: <u>Thirty-nine (39) Rooms</u></p> <p>b. Specific day of week services are to be performed: <u>Third (3rd) Wednesday of each month</u></p> <p style="text-align: center;"><u>KITCHEN AREA</u></p> <p>a. Number of Offices/Rooms: <u>Six (6) Rooms</u></p> <p>b. Specific day of week services are to be performed: <u>Third (3rd) Wednesday of each month</u></p> <p style="text-align: center;"><u>LAUNDRY AREA</u></p> <p>a. Number of Offices/Rooms: <u>Five (5) Rooms</u></p> <p>b. Specific day of week services are to be performed: <u>Third (3rd) Wednesday of each month</u></p> <p style="text-align: center;"><u>LONG TERM CARE UNIT</u></p> <p>a. Number of Offices/Rooms: <u>Eight (8) Rooms</u></p> <p>b. Specific day of week services are to be performed: <u>Third (3rd) Wednesday of each month</u></p> <p style="text-align: center;"><u>SECURITY GUARD BOOTH</u></p> <p>a. Number of Offices/Rooms: <u>One (1) Room</u></p> <p>b. Specific day of week services are to be performed: <u>Third (3rd) Wednesday of each month</u></p>	Month	\$ <u>160.00</u>	\$ _____	

Name of Bidder: Oliver Exterminatig of STX
 S042BGVIC20(OEI)

IFB056GVIC20(S)
 Initials EP

ADDENDUM I

<small>Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104 Rev. 3-18-08</small>	CONTINUATION SHEET (Supply Contract)	Contract, Order, or Invitation No. (As Applicable) IFB056GVIC20(S)	Page No. 5	
ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT
<div style="border: 1px solid black; padding: 2px; display: inline-block;">1D.</div>	<p style="text-align: center;">DEPARTMENT OF HUMAN SERVICES - DIVISION OF FAMILY ASSISTANCE (DFA) 4102 Mars Hill, Frederiksted, St. Croix, VI 00840</p> <p>a. Number of Floors to be Serviced: <u>Three (3) floors</u></p> <p>b. Number of Offices/Rooms: <u>30 Offices, 20 Bathrooms, 2 Main Lobbies, 1 Lounge, 2 Kitchenettes, 35 Cubicles & 1 Video Conference Room</u></p> <p>c. Specify day of week services are to be performed: <u>Once a Month on Saturdays</u></p> <p>DFA NOTES: DFA will ensure access to the internal and external areas of the building that is being treated. The exterminating company is expected to provide all supplies and equipment necessary to complete the tasks.</p> <p><u>External Monthly Tasks</u> - Provide and Monitor bait houses on exterior of building for rats and other pest control.</p> <p><u>Internal Monthly Tasks</u> - Spray all rooms and areas on main work floors and along all internal perimeters of the building.</p>	Month	\$ <u>197.00</u>	\$ _____
<div style="border: 1px solid black; padding: 2px; display: inline-block;">1D.</div>	<p>Periodic Services (upon request & billed separately): * Rodent Trappings and daily monitoring. * Cleaning of rodent feces and residue.</p>	Per Request	\$ <u>450.00</u>	\$ _____
2.	<p style="text-align: center;">DEPARTMENT OF EDUCATION - SCHOOL LUNCH PROGRAM</p> <p>a. Number of Floors to be Serviced: <u>Varies by location</u></p> <p>b. Number of Offices/Rooms: <u>Three (3) Rooms (Kitchen, Dining Room, Storage Room)</u></p> <p>c. Specify day of week services are to be performed: <u>Listed individually under each school</u></p> <p><u>Locations:</u></p> <p>Pearl B. Larsen Elementary School Estate St. Peter's, Christiansted, VI Three (3) Rooms Fridays at 1:00pm</p>	Month	\$ _____	\$ _____

Name of Bidder: Oliver Exterminatig of STX
 S042BGVIC20(OEI)

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				IFB056GVIC20(S)			
ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT			
	DEPARTMENT OF EDUCATION - SCHOOL LUNCH PROGRAM - (CONT'D) Juanita Gardine Elementary School Estate Richmond, Christiansted, VI Three (3) Rooms Fridays at 1:30pm Lew Muckle Elementary School Estate Sion Farm, Christiansted, VI Three (3) Rooms Fridays at 1:30pm Ricardo Richards Elementary School Estate Barren Spot, Christiansted, VI Three (3) Rooms Tuesdays at 1:00pm St. Croix Central High School Kingshill, VI Three (3) Rooms Fridays at 1:00pm John H. Woodson Junior High School Estate Mon Bijou, Christiansted, VI Three (3) Rooms Fridays at 1:00pm Alfredo Andrews Elementary School Estate Fredensborg, Christiansted, VI Three (3) Rooms Thursdays at 1:00pm St. Croix Educational Complex High School Estate Golden Grove, Frederiksted, VI Three (3) Rooms Thursdays at 1:00pm Eulalie Rivera Elementary School Estate Grove Place, Frederiksted, VI Three (3) Rooms Wednesdays at 2:00pm Arthur Richards Junior High School Estate White Lady, Frederiksted, VI Three (3) Rooms Fridays at 1:00pm Claude O. Markoe Elementary School Mars Hill, Frederiksted, VI Three (3) Rooms Tuesdays at 12:30pm						

Name of Bidder: Oliver Exterminating of STX
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IFB056GVIC20(S)							
ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT			
3.	ELECTION SYSTEM OF THE VIRGIN ISLANDS 93AB Sunny Isle Annex, Christiansted, VI a. Number of Floors to be Serviced: <u>One (1) floor</u> b. Number of Offices/Rooms: <u>Thirteen (13)</u> c. Specify day of week services are to be performed: <u>Thursdays or Fridays at 4:00pm</u>	Month	\$ _____	\$ _____			
<div style="border: 1px solid black; padding: 2px; display: inline-block;">4A.</div>	DEPARTMENT OF PUBLIC WORKS 6002 Estate Anna's Hope, Christiansted, VI a. Number of floors to be serviced: <u>One (1) Per Building</u> b. Number of Offices/Rooms: <u>Main Building</u> <u>Sixty (60) Rooms</u> <u>Construction Building</u> <u>Four (4) Rooms</u> <u>Equipment Building</u> <u>Two (2) Rooms</u> <u>Garage</u> <u>Two (2) Rooms</u> <u>Warehouse</u> <u>Four (4) Rooms</u> <u>Guardhouse</u> <u>One (1) Room</u>	Month	\$ <u>50.00</u>	\$ _____			
4B.	DEPARTMENT OF PUBLIC WORKS #14 Estate Concordia, Frederiksted, VI <u>Main Building</u> a. Number of floors to be serviced: <u>Two (2) floors</u> b. Number of Offices/Rooms: <u>Twelve (12) Rooms</u>	Month	\$ _____	\$ _____			

Name of Bidder: Oliver Exterminatig of STX
S042BGVIC20(OEI)

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT
	DEPARTMENT OF PUBLIC WORKS - (CONT'D) <u>Welding Shop Building</u> a. Number of floors to be serviced: <u>One (1) floor</u> b. Number of Offices/Rooms: <u>Five (5) Rooms</u>			
5A.	DEPARTMENT OF JUSTICE - OFFICE OF THE ATTORNEY GENERAL 213 Estate La Reine, Kingshill, St. Croix, VI 00850 a. Number of floors to be serviced: <u>Two (2) Floors</u> b. Number of Offices/Rooms: <u>The Entire Building</u> c. Specify day of week services are to be performed: <u>Once a month on Fridays between 4:30-5:30pm</u>	Month	\$ <u>30.00</u>	\$ _____
5B.	DEPARTMENT OF JUSTICE - PATERNITY & CHILD SUPPORT DIVISION a. Number of floors to be serviced: <u>Three (3) Floors</u> b. Number of Offices/Rooms: <u>The Entire Building</u> c. Specify day of week services are to be performed: <u>Once a month on Fridays between 4:30-5:30pm</u> NOTE: <u>Exterminate bugs, etc. in all areas of the offices at both locations.</u>	Month	\$ _____	\$ _____
6.	BUREAU OF CORRECTIONS Rural Route 1 Box 9955, Kingshill, VI 00850 <u>DORMS A/B, C/D, G/H, I/J, K/L</u> a. Number of floors to be serviced: <u>Two (2) Floors</u>	Month	\$ <u>120.00</u>	\$ _____

Name of Bidder: Oliver Exterminatig of STX
 S42BGVIC20(OEI)

IFB056GVIC20(S)
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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT
	BUREAU OF CORRECTIONS (CONT'D) b. Number of Offices/Rooms: <u>Fifty-three (53) Rooms</u> c. Specify day of week services are to be performed: <u>Wednesdays at 3:00pm</u> <u>East Tower</u> a. Number of floors to be serviced: <u>Three (3) Floors with Three (3) Sets of Stairs</u> b. Number of Offices/Rooms: <u>Three (3) Rooms</u> c. Specify day of week services are to be performed: <u>Wednesdays at 3:00pm</u> <u>Central Control Tower</u> a. Number of floors to be serviced: <u>Three (3) Floors with Three (3) Sets of Stairs</u> b. Number of Offices/Rooms: <u>Three (3) Rooms</u> c. Specify day of week services are to be performed: <u>Wednesdays at 3:00pm</u> <u>West Tower</u> a. Number of floors to be serviced: <u>Two (2) Floors with Three (3) Sets of Stairs</u> b. Number of Offices/Rooms: <u>Two (2) Rooms</u> c. Specify day of week services are to be performed: <u>Wednesdays at 3:00pm</u> <u>All Other Buildings</u> a. Number of floors to be serviced: <u>Two (2) Floors with Three (3) Sets of Stairs</u> b. Number of Offices/Rooms: <u>Two (2) Rooms</u> c. Specify day of week services are to be performed: <u>Wednesdays at 3:00pm</u>			

Name of Bidder: Oliver Exterminatig of STX
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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT
7.	DEPARTMENT OF PROPERTY & PROCUREMENT <u>MAIN BUILDING</u> #3274 Estate Richmond, Christiansted, VI a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Offices/Rooms: <u>Entire office area (5909 Sq. Ft.)</u> c. Specific day of week services are to be performed: <u>First (1st) of each month</u> <u>CENTRAL STORES</u> #3274 Estate Richmond, Christiansted, VI a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Offices/Rooms: <u>Entire office area (4000 Sq. Ft.)</u> c. Specific day of week services are to be performed: <u>First (1st) of each month</u> NOTES: Also include traps & bait for rodents for both locations.	Month	\$ _____	\$ _____
8.	DEPARTMENT OF LICENSING & CONSUMER AFFAIRS 3000 Golden Rock Shopping Center, Suite #9 Christiansted, VI a. Number of floors to be serviced: <u>Two (2) floors (upstairs and downstairs)</u> b. Number of Rooms: <u>Entire office area</u> c. Specify day of week services are to be performed: <u>First (1st) of each month</u>	Month	\$ _____	\$ _____

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT			
<div style="border: 1px solid black; padding: 2px; display: inline-block;">9.</div>	<p>VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE</p> <p style="margin-left: 40px;"><u>LEROY A. QUINN FINANCE BUILDING</u> 4008 Estate Diamond Plot 7B, St. Croix, VI</p> <p>a. Number of floors to be serviced: <u>Two (2) floors (upstairs and downstairs)</u></p> <p>b. Number of Rooms: <u>Entire office area</u></p> <p>c. Specify day of week services are to be performed: <u>First (1st) of each month</u></p> <p style="margin-top: 20px;"><u>GALLOWES BAY EXCISE TAX OFFICE</u> Gallows Bay Port - Satellite Office</p> <p>a. Number of floors to be serviced: <u>Two (2) floors (upstairs and downstairs)</u></p> <p>b. Number of Rooms: <u>One (1) Room</u></p> <p>c. Specify day of week services are to be performed: <u>First (1st) of each month</u></p> <p style="margin-top: 20px;"><u>AIRPORT EXCISE TAX OFFICE</u> Former St. Croix Airpark Building - Satellite Office - West of Henry E. Rohlsen Airport (DHL Building)</p> <p>a. Number of floors to be serviced: <u>Two (2) floors (upstairs and downstairs)</u></p> <p>b. Number of Rooms: <u>Entire Office Area</u></p> <p>c. Specify day of week services are to be performed: <u>First (1st) of each month</u></p> <p style="margin-top: 20px;"><u>PLEASE NOTE:</u> All of the above work is to be done after 5:00PM on Government Work days at the VI Bureau of Internal Revenue Main Office and before 5:00PM at the Gallows Bay and Airport offices.</p> <p style="margin-top: 10px;">Also include traps & bait for rodents for all office locations.</p>	Month	\$ 65.00	\$			

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
10.	<p style="text-align: center;"><u>OFFICE OF VETERANS AFFAIRS</u> 4B Sion Farm, St. Croix VI</p> <p>a. Number of floors to be serviced: <u>One (1) floor</u></p> <p>b. Number of Rooms: <u>Entire office area</u></p> <p>c. Specify day of week services are to be performed: <u>First (1st) Friday of each month at 4:00pm</u></p> <p><u>PLEASE NOTE:</u> Monthly Pest treatment shall include roaches, ants, centipedes, silverfish, millipedes, scorpions, rats & mice.</p>	Month	\$ _____	\$ _____	
11.	<p style="text-align: center;"><u>DIVISION OF PERSONNEL</u> 3009 Orange Grove Shopping Center, Suite 6 Christiansted, VI 00820</p> <p>a. Number of floors to be serviced: <u>One (1) floor</u></p> <p>b. Number of Rooms: <u>Entire office building</u></p> <p>c. Specify day of week services are to be performed: <u>Any day between Monday and Friday of the first week of every month between 8:00 am. & 5:00 pm.</u></p>	Month	\$ _____	\$ _____	
12.	<p style="text-align: center;">DEPARTMENT OF PLANNING AND NATURAL RESOURCES</p>				
<div style="border: 1px solid black; padding: 2px; display: inline-block;">12A.</div>	<p style="text-align: center;"><u>MAIN OFFICE</u> Rainbow Plaza No. 45 Mars Hill, Frederiksted, VI 00840 Tel. No. 340-773-1082</p> <p>a. Number of floors to be serviced: <u>Two (2) floors (upstairs and downstairs)</u></p> <p>b. Number of Rooms: <u>Entire office area</u></p>	Month	\$ <u>60.00</u>	\$ _____	

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	<p style="text-align: center;">DEPARTMENT OF PLANNING AND NATURAL RESOURCES - (CONT'D)</p> <div data-bbox="219 388 284 430" style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">12B.</div> <p style="text-align: center;"><u>DIVISION OF ENVIRONMENTAL ENFORCEMENT</u> 6003 Anna's Hope, Christiansted, VI 00820 Tel. No. 340-773-5774</p> <p>a. Number of floors to be serviced: <u>One (1) floor</u></p> <p>b. Number of Rooms: <u>Thirteen (13) Rooms</u></p> <div data-bbox="219 724 284 766" style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">12C.</div> <p style="text-align: center;"><u>FORT FREDERIK MUSEUM</u> 198 Strand Street, Frederiksted, VI 00840 Tel. No. 340-772-2021</p> <p>a. Number of floors to be serviced: <u>Two (2) floors</u></p> <p>b. Number of Rooms: <u>Five (5) Rooms</u></p> <div data-bbox="219 1071 284 1113" style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">12D.</div> <p style="text-align: center;"><u>EAST END MARINE PARK</u> 5005 Great Pond, Christiansted, VI 00820 Tel. No. 340-718-3367</p> <p>a. Number of floors to be serviced: <u>Two (2) floor</u></p> <p>b. Number of Rooms: <u>Six (6) Rooms</u></p> <div data-bbox="219 1417 284 1459" style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">12E.</div> <p style="text-align: center;"><u>REGIONAL LIBRARY</u> No. 10 Vitraco Mall, Christiansted, VI 00820 Tel. No. 340-772-2250</p> <p>a. Number of floors to be serviced: <u>One (1) floor</u></p> <p>b. Number of Rooms: <u>Seven (7) Rooms</u></p>	Month	\$ <u>35.00</u>	\$ _____
		Month	\$ <u>70.00</u>	\$ _____
		Month	\$ <u>40.00</u>	\$ _____
		Month	\$ _____	\$ _____

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<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 10px;">12F.</div> <p style="text-align: center;">DEPARTMENT OF PLANNING AND NATURAL RESOURCES - (CONT'D)</p> <p style="text-align: center;"><u>ATHALIE PETERSEN-MCFARLANE LIBRARY</u> 604 Strand Street, Frederiksted, VI 00840 Tel. No. 340-772-0351</p> <p>a. Number of floors to be serviced: <u>Three (3) floors</u></p> <p>b. Number of Rooms: <u>Twelve (12) Rooms</u></p> <div style="margin-top: 20px;">12G.</div> <p style="text-align: center;"><u>FLORENCE WILLIAMS LIBRARY</u> 49-50 King Street, Christiansted, VI 00820 Tel. No. 340-773-5715</p> <p>a. Number of floors to be serviced: <u>Four (4) floors</u></p> <p>b. Number of Rooms: <u>Twenty-three (23) Rooms</u></p> <p>PLEASE NOTE: DPNR would like the services to be performed on a Friday between the hours of 3:00pm. and 5:00pm., preferably at the end of each month.</p> <div style="margin-top: 20px;">13.</div> <p style="text-align: center;"><u>OFFICE OF THE V.I. INSPECTOR GENERAL</u> 100 Lagoon Complex, Suite 8 Frederiksted, St. Croix, VI 00840 Tel. No. 340-778-9012</p> <p>a. Number of floors to be serviced: <u>One (1) floors</u></p> <p>b. Number of Rooms: <u>Entire office area (1,300 Sq. Ft.)</u></p> <p>c. Specify day of week services are to be performed: <u>Once a month (on a Friday)</u></p> <p>PLEASE NOTE: Office of the V.I. Inspector General would like the services to be performed on a Friday between the hours of 3:00pm. and 4:00pm., unless otherwise indicated.</p> <p>Contact Marsha Dubois at the Office of the V.I. Inspector General at 340-778-9012 to schedule a walk-through.</p>	Month	\$ <u>50.00</u>	\$ _____
<div style="margin-top: 20px;">Month</div>	<div style="margin-top: 20px;">\$ _____</div>	<div style="margin-top: 20px;">\$ _____</div>	<div style="margin-top: 20px;">Month</div>
<div style="margin-top: 20px;">Month</div>	<div style="margin-top: 20px;">\$ _____</div>	<div style="margin-top: 20px;">\$ _____</div>	<div style="margin-top: 20px;">Month</div>

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14.	<p style="text-align: center;"><u>VIRGIN ISLANDS TERRITORY EMERGENCY MANAGEMENT AGENCY (VITEMA)</u> 7 & 9 King Cross Street Christiansted, St. Croix, VI 00820 Tel. No. 340-773-2244</p> <p>a. Number of floors to be serviced: <u>Three (3) floors</u></p> <p>b. Number of Rooms: <u>34 (Incl. Hallways)</u></p> <p style="text-align: center;"><u>1st Floor</u> Kitchen (1 room) Storage room (2 rooms) Bathrooms (2 rooms) Conference room (1 room) Emergency Operation Center (EOC) (3 rooms & 1 bathroom)</p> <p style="text-align: center;"><u>2nd Floor</u> FEMA Office (1 room & 1 bathroom) Maintenance Office (1 room & 1 bathroom) Planning and Preparedness (1 room & 1 bathroom) Communication room (1 room) Public Assistance (2 rooms & 2 bathrooms)</p> <p style="text-align: center;"><u>3rd Floor</u> Hazard Mitigation (2 rooms & 2 bathrooms) Admin & Finance/Fusion Center (1 room & 1 bathroom) Deputy Dir. Of Planning (1 room & 1 bathroom) PIO & Special Assistant (1 room & 1 bathroom) Director Office (1 room) Director Conference room (1 room & 1 bathroom)</p> <p>c. Specify day of week services are to be performed: <u>Once a month (on a Friday)</u></p> <p style="text-align: center;"><u>911 EMERGENCY CALL CENTER</u> 1-B Estate Clifton Hill St. Croix, VI 00850</p> <p>a. Number of floors to be serviced: <u>Three (3) floors</u></p> <p>b. Number of Offices/Rooms: <u>7 (Incl. Hallways)</u></p>	Month	\$ _____

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<div style="margin-bottom: 20px;"> <u>VIRGIN ISLANDS TERRITORY EMERGENCY MANAGEMENT AGENCY (VITEMA) - (CONT'D)</u> District Manager Office (1 room) IT Specialist Office (1 room) Server Room (1 room) Bathrooms (2 bathrooms) Kitchen (1 room) Room for Dispatchers (1 room) c. Specify day of week services are to be performed: Once a month at 9:00am Please Contact Carvell James at VITEMA at 340- 773-2244 to schedule a walk-through. </div> <div> 15. <u>VIRGIN ISLANDS ENERGY OFFICE</u> 41 Mars Hill Frederiksted, St. Croix, VI 00840 Tel. No. 340-713-8436 a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Rooms: <u>Eighteen (18) Rooms</u> Eleven (11) Offices / One (1) Storage Room / Two (2) Restrooms / One (1) Kitchen / One (1) Conference Room / c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u> PLEASE NOTE: Monthly Pest treatment shall include ants, roaches, rats, mice, millipedes & centipedes. Contact Magdalen Lawrence at the Virgin Islands Energy Office of the V.I. at 340-713-8436 Ext. 3611 for any questions </div>	<div style="margin-bottom: 20px;"> Month </div> <div> Month </div>	<div style="margin-bottom: 20px;"> \$ _____ </div> <div> \$ _____ </div>	<div style="margin-bottom: 20px;"> \$ _____ </div> <div> \$ _____ </div>
<div> 16. <u>TERRITORIAL PUBLIC DEFENDER OFFICE</u> 1-B Clifton Hill Frederiksted, St. Croix, VI 00840 a. Number of floors to be serviced: <u>Two (2) Floors</u> </div>	<div> Month </div>	<div> \$ _____ </div>	<div> \$ _____ </div>

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT			
	<u>TERRITORIAL PUBLIC DEFENDER OFFICE - (CONT'D)</u> b. Number of Rooms: <u>Twenty-three (23)</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u> PLEASE NOTE: Monthly Pest treatment shall include ants, roaches, mice & silverfish.						
17A.	<u>VIRGIN ISLANDS FIRE SERVICE</u> Herbert L. Canegata Fire Station Richmond Fire Station - C Company Plot # 116 Penitentiary Land, Estate Richmond, Christiansted, VI 00820	Month	\$ <u>40.00</u>	\$ _____			
	a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Rooms: <u>6 rooms and the bay area</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u>						
17B.	Rencelair I. Gibbs Fire Station Cotton Valley Fire Station - A Company Parcel #1 Estate Cotton Valley East End, Christiansted, VI 00820	Month	\$ <u>40.00</u>	\$ _____			
	a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Rooms: <u>4 rooms and the bay area</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u>						

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT			
	<u>VIRGIN ISLANDS FIRE SERVICE CONT'D</u>						
17C.	Emile Henderson, Sr. Fire Station Frederiksted Fire Station - F Company 53 & 54B Queen St., Frederiksted, VI 00840 a. Number of floors to be serviced: <u>Two (2) Floors</u> b. Number of Rooms: <u>4 rooms and the bay area</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u>	Month	\$ <u>40.00</u>	\$ _____			
17D.	Charles A. Seales Fire Station Grove Fire Station - M Company Plot #331 Estate Grove Place, Frederiksted, VI 00840 a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Rooms: <u>4 rooms and the bay area</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u>	Month	\$ <u>40.00</u>	\$ _____			
17F.	Administrative / Fire Prevention Offices 3019 Orange Grove, Christiansted, VI 00820 a. Number of floors to be serviced: <u>One (1) Floor</u> b. Number of Rooms: <u>13 rooms and 4 bathrooms</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u> PLEASE NOTE: Monthly Pest service shall address rats, roaches, ants, millipedes. Service can be performed between 8am to 5pm. POINT OF CONTACT: Sharon Ward 340-773-8050 or Deputy Chief Paul Christian 340-201-3224	Month	\$ _____	\$ _____			

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ITEM NO.	SUPPLIES OR SERVICES	UNIT	UNIT PRICE	AMOUNT
18.	<p style="text-align: center;"><u>DEPARTMENT OF AGRICULTURE</u> #1 Estate Lower Love Kingshill, St. Croix, VI 00851</p> <p style="text-align: center;"><u>ADMINISTRATION BUILDING</u></p> <p>a. Number of buildings/floors to be serviced: <u>One (1) Floor</u></p> <p>b. Number of Rooms: <u>6 Offices / 1 Bathroom / 1 Storage Room</u></p> <p style="text-align: center;"><u>HORTICULTURE BUILDING</u></p> <p>a. Number of buildings/floors to be serviced: <u>One (1) Floor</u></p> <p>b. Number of Rooms: <u>3 Offices / 2 Bathrooms / 1 Horticulture Floor</u></p> <p style="text-align: center;"><u>AG DEVELOPMENT / VET SERVICES</u></p> <p>a. Number of buildings/floors to be serviced: <u>One (1) Floor</u></p> <p>b. Number of Rooms: <u>6 Offices / 3 Bathrooms / 1 Storage Room</u></p> <p style="text-align: center;"><u>ABATTOIR BUILDING</u></p> <p>a. Number of buildings/floors to be serviced: <u>One (1) Floor</u></p> <p>b. Number of Rooms: <u>2 Offices / 2 Bathrooms / 1 Storage Room</u></p> <p><u>PLEASE NOTE:</u> c. Specify day of week services are to be performed: <u>Once a month (day to be specified)</u></p> <p><u>ADDITIONAL NOTES:</u> 1 - Monthly Pest service shall be conducted between 8am - 2pm on Monday's, Wednesday's & Friday's, and 8am - 12pm on Tuesday's & Thursday's. 2 - Service shall include the Perimeters of the Interior and Exterior of All Buildings listed above.</p>	Month	\$ _____	\$ _____

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ITEM NO.	SUPPLIES OR SERVICES	AMOUNT	
	<p>Department of Property and Procurement 3274 Estate Richmond Christiansted, Virgin Islands 00820</p> <p>Exterminating Services for Various Departments, St. Croix, U.S. Virgin Islands.</p>		
Name of Bidder: Oliver Exterminatig of STX			

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ITEM NO.

SUPPLIES OR SERVICES

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, **WILL DISQUALIFY THE BIDDER.**

- A. ORGANIZATION AND PERSONNEL
- B. LISTING OF PROJECT EXPERIENCE WITHIN THE LAST 2 YEARS.
- C. REFERENCES (2 minimum)
- D. CURRENT VIRGIN ISLANDS BUSINESS LICENSE FOR THE TYPE OF SERVICE BEING REQUESTED
- E. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE
- F. CERTIFICATE OF GOOD STANDING
- G. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY
- H. ARTICLES OF INCORPORATION/ ORGANIZATION/ PARTNERSHIP FORMATION, IF APPLICABLE
- I. TRADE NAME CERTIFICATE

"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."

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ITEM NO.	SUPPLIES OR SERVICES	AMOUNT
<p>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, 2020- September 30, 2021).</p> <p>OPTION TO RENEW: The service of this contract may be extended for an additional one (1) year period subject to the availability of funds.</p> <p>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.</p> <p>The 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 after award.</p> <p>A copy of the Insurance listed herein shall be filed with the Department of Property & Procurement, 8201 Sub Base, 3rd Floor, St. Thomas, U. S. Virgin Islands 00802 or 3274 Estate Richmond, Christiansted U. S. Virgin Islands, 00820</p> <p>The Contractor shall be liable for loss or damages to property or persons, however, in no case shall such negligence be presumed or inferred.</p> <p>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.</p> <p>The Contractor hereby agrees to pay the existing minimum wages, Federal and/or Local taxes as may be applicable.</p> <p>PROMPT PAYMENT DISCOUNT: Prompt payment discounts shall NOT be considered in the evaluation bids. Prompt payment discounts are removed as evaluation factors.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS By submitting a bid in response to this IFB, the bidder agrees to accept the boilerplate terms and conditions of the Government's standard Supply Contract, a copy of which is attached to this IFB, if the bidder is selected for award.</p>		

Name of Bidder: Oliver Exterminatig of STX

ADDENDUM I

Standard Form 86 November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 36-104 Rev. 3-18-08	CONTINUATION SHEET (Supply Contract)	Contract, Order, or Invitation No. (As Applicable) IFB056GVIC20 (S)	Page No. 23
ITEM NO.	SUPPLIES OR SERVICES	AMOUNT	
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/EMAIL</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

Name of Bidder: Oliver Exterminatig of STX

S042BGVIC20(OE)

IFB056GVIC20 (S)
Initials EP

ADDENDUM II

COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Oliver Exterminating of St, Croix, Inc.** The parties further agree that payments will be made in accordance to actual work performed.

AWARDED:

Line Items Awarded:

1C, 1D, 4A, 5A, 6, 9, 12A, 12B, 12C, 12D, 12F, 17A, 17B, 17C and 17D.

ADDENDUM III

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 or 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 10a11d) 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 CONTINGENT 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 IV

TERMINATION OF CONTRACTS

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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.