

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



Executed letter

March 8, 2021

Mr. Bernard Cuffy President Old Hospital Ground Investments, Inc. dba Carpet Masters P.O. Box 87 St. Croix, VI 00821

RE: S015DPWC20 (CM) Interior Janitiorial Services for the Department of Public Works St. Croix U.S.V.I.

Dear Bernard Cuffy:

Transmitted herewith is the attached fully Renewal Supply Contract (Supply Contract) for the Interior Janitorial Services for the Virgin Islands Department of Public Works, in the St. Croix District during the period of **March 9, 2021**, through **March 8, 2022**. **Old Hospital Ground Investments, Inc. dba Carpet Masters** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Old Hospital Ground Investments, Inc. dba Carpet Masters** 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 all documents via email to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement, at 340-773-1561 ext. 5244 or email <u>dynell.williams@dpp.vi.gov</u>.

Respectfully,

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Dynell R. Williams Deputy Commissioner of Procurement

DRW/mth





EXERCISE OF RENEWAL OPTION

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: S015DPWC20 (CM)

DATED: March 2, 2020

EXERCISE OF RENEWAL OPTION

Contractor

Description of Scope of Work/Services

Bernard Cuffy	Interior Janitorial Services for the
Old Hospital Ground Investments, Inc. dba	Department of Public Works, St. Croix
Carpet Masters	U.S.V.I.
P.O. Box 87	
Christiansted, USVI 00821	

Pursuant to the renewal option provision of Contract No. S015DPWC20 (CM), and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Public Works exercises its option to renew and does hereby renew the aforementioned contract for the period <u>March 9, 2021 through March 8, 2022</u>, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect.

Please acknowledge receipt and acceptance hereby signing and returning the original to: The Department of Property and Procurement #3274 Estate Richmond Christiansted, St. Croix, USVI 00820

ACKNOWLEDGMENT & ACCEPTANCE:

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GOVERNMENT OF THE VIRGIN ISLANDS

Bernard Cuffy, President Old Hospital Ground Investments, Inc. dba Carpet Masters

03/04/2021 DATE:

Anthony D. Thomas, Commissioner Department of Property & Procurement Derek Gabriel Commissioner Nominee Department of Public Works

DATE:

3/8/202 DATE



Department of Property&Procurement

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March 2, 2021

Bernard Cuffy President Old Hospital Ground Investments, Inc. dba Carpet Masters P.O. Box 87 St. Croix, VI 00821

RE: <u>Renewal Option</u> S015DPWC20 (S)

Dear Mr. Cuffy:

Transmitted herewith is a Renewal Option for the Interior Janitorial Services for the Department of Public Works in St. Croix, U.S.V.I. during the period of March 9, 2021 through March 8, 2022. Services provided will be made in accordance with the terms and conditions of the contract.

We invite your attention to the General Provisions of said contract particularly to Section II concerning default.

To complete and facilitate the movement of your contract the following is required:

- 1. Initial all documents in the bottom right hand corner (BLUE INK ONLY)
- 2. Sign the original contract in the presence of one (1) witnesses (BLUE INK ONLY)

Upon receipt of the requested information, please return all documents to the Department of Property and Procurement for further processing.

If you have any questions, please contract Dynell R. Williams, Deputy Commissioner of Procurement at 340-773-1561 ext. 5244 or email <u>dynell.williams@dpp.vi.gov</u>.

Respectfully,

Umar Anthony D. Thomas

Commissioner

ADT/drw/mth

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

SUPPLY CONTRACT

No. S015DPWC20 (CM)

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. **IFB012DPWC20 (S)** opened on **December 3, 2019** and the award of this contract to the Contractor, notification hereof having been made to the Contractor on **February 24, 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 commodities described in the said Invitation for Bids No. **IFB012DPWC20** (S) and the Scope of Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of said accepted proposal. The Advertisement, Invitation for Bids, General Provisions (Addendum III), Termination of Contracts (Addendum IV), any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and the line items as indicated in Addendum I, 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 <u>March 9, 2020</u> and shall terminate on <u>March 8, 2021</u>, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of <u>One (1) year</u> with a renewal option for a period of <u>One (1) year</u>. 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.

S015DPWC20 (CM)

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SECTION 4. This Contract will remain in force for the full period specified and services of termination shall be satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

- (a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
- (b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected 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 contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

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

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in eleven (11) counterparts, each of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

Witnesses:

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GOVERNMENT OF THE VIRGIN ISLANDS

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

CONTRACTOR

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By: Bernard Cuff

2/28/2020 Date

Owner Old Hospital Ground Investments, Inc. d/b/a Carpet Masters

(Corporate seal, if Contractor is a corporation)

S015DPWC20 (CM)

Initials 🙆