



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

June 24, 2021

Mr. Sinclair Flemming
Managing Partner
SF General Maintenance Services, LLC
P.O. Box 1036
Christiansted, VI 00821

RE: S045OAGC21(SFGMS) Landscaping Services for the Landscaping Services for the Estate Bethlehem Military Compound, St. Croix U.S.V.I

Dear Sinclair Flemming:

Transmitted herewith is the fully executed Supply Contract for the Landscaping Services for the Estate Bethlehem Military Compound, in the St. Croix District U.S.V.I. during the period of **March 23, 2021**, through **September 30, 2021**. **SF General Maintenance Services, LLC** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **SF General Maintenance Services, LLC** 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 dynell.williams@dpp.vi.gov.

Respectfully,

Dynell R. Williams
Deputy Commissioner of Procurement

DRW/mth



Department of Property & Procurement

Government of the United States Virgin Islands

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June 17, 2021

Mr. Sinclair Flemming
Managing Partner
SF General Maintenance Services, LLC
P.O. Box 1036
Christiansted
St. Croix, VI 00821

RE: Supply Contract—S045OAGC21(SFGMS)

Dear Mr. Flemming:

Transmitted herewith is a Supply Contract for the **Landscaping Services for the Landscaping Services for the Estate Bethlehem Military Compound, St. Croix, U.S.V.I. during the period of March 23, 2021 through September 30, 2021.** 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 Addendum II concerning default.

Enclosed herewith for your review and signature is one (1) original Supply Contract. Additionally, please be sure to initial **all** pages of the Contract.

In addition, please provide the following documents to complete your packet:

1. Execute and Initial Supply Contract; Initial all documents in the bottom right hand corner (BLUE INK ONLY).
2. Sign the original contract in the presence of one (1) witness (BLUE INK ONLY).
3. Current VI Business License
4. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate).
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder
6. Articles of Incorporation (and applicable amendments)
7. Tradename Certificate if company uses a tradename (valid for two years)
8. Certificate of Good Standing (valid from July 1st thru June 30th)
9. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)

Upon receipt of the requested information, please return 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 dynell.williams@dpp.vi.gov.

Respectfully,

Anthony D. Thomas
Commissioner *drw*

ADT/drw/mth



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

SUPPLY CONTRACT

Pursuant to 31 V.I.C § 239(a)(8)

This AGREEMENT, made this 24th day of JUNE 2021 for the **Landscaping Services for the Landscaping Services for the Estate Bethlehem Military Compound, St. Croix, U.S.V.I.** by and between the Government of the Virgin Islands, on behalf of the Virgin Islands National Guard hereinafter called the "GOVERNMENT", and **SF General Maintenance, LLC**, whose address is **P.O. Box 1036, Christiansted, St. Croix, VI 00821** hereinafter called the "CONTRACTOR",

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide **Landscaping Services for the Estate Bethlehem Military Compound, St. Croix, U.S.V.I.**; and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addenda I, II, III, IV and V all attached hereto and made a part hereof; it is mutually agreed between the Parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in Addendum II (Compensation) hereto attached and made a part of this Contract, the said Contractor agrees to **Landscaping Services for the Estate Bethlehem Military Compound, St. Croix, U.S.V.I.** with the provisions of Addendum I (Scope of Services), Addendum III (General Provisions), Addendum IV (Termination of Contracts), and Addendum V (Provisions from 2 CFR 200 – Appendix II), all attached hereto and made a part hereof.

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 Addendum II, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in Addendum II and the General Provisions.

SECTION 3. This Contract shall commence on **March 23, 2021** 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 **174 days** with no renewal options. No alterations or variations



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of the terms of the Contract 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 shall remain in effect until all quantities or services ordered before the date 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 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



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present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

SECTION 9. The Contractor shall only perform services in accordance with the schedule outlined in Addendum I (Scope of Work) attached hereto and made a part hereof.

SECTION 10. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 11. The following insurance coverages are required by Contract and Contractor shall maintain these insurance coverages during the term of this Contract.

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage

SECTION 12. Either Party may terminate this Contract for cause by providing ten (10) days written notice to the other party specifying the date of termination. The Government may also terminate this Contract for convenience on ten (10) days written notice in accordance with the Provisions of Addendum IV (Termination of Contracts).

SECTION 13. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

SECTION 14. This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

SECTION 15. **NOTICE OF FEDERAL FUNDING.** Contractor acknowledges that this Contract may be 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 offence.

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



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Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

Marsha K. Theophilus

By: Anthony D. Thomas 6/24/2021
Date
Anthony D. Thomas
Commissioner
Department of Property and Procurement

[Signature]

By: MG Kodjo S. Knox-Limbacker 24 JUN 21
Date
MG Kodjo S. Knox-Limbacker
The Adjutant General
Virgin Islands National Guard

Witnesses:

CONTRACTOR

[Signature]

By: Sinclair Flemming 6/21/2021
Date
Sinclair Flemming
Managing Partner
SF General Maintenance, LLC

(Corporate seal, if Contractor is a corporation)



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ADDENDUM I (SCOPE OF WORK)

The Contractor will provide Landscaping Services for the Estate Bethlehem Military Compound, St. Croix, U.S.V.I.as described in the scope of work. Which is attached hereto and made part of this contract:



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JOINT FORCE HEADQUARTERS VIRGIN ISLANDS NATIONAL GUARD
RR1 BOX 9201 KINGSHILL, VI 00850-9731

STATEMENT OF WORK FOR LANDSCAPING SERVICES

2 DECEMBER 2019

SW 1-01 SCOPE: Furnish all materials, tools, supplies, equipment, labor and professional supervision required to perform grounds maintenance at the Estate Bethlehem Military Compound at 10A & 1B Estate Bethlehem, St. Croix, USVI 00850. This entails a minimum of two (2) cuttings a month with the possibility of four (4) additional cuttings on call. Proposal shall be made based on the price for a single cutting. The proposal amount shall be broken down to show a cost for the sub-areas as follows:

- 1) JFHQ
- 2) LTC LAJ Readiness Center
- 3) Estate Bethlehem Remainder

SW 1-02 LOCATION: Sites of work are as follows:

- A. All improved grounds surrounding existing buildings, i.e. manicured areas to include fenced parking areas and non-fenced parking areas. Includes the fence line at the Weekend Training Site (WETS) located on the northeastern end of the compound. The WETS and associated facilities are excluded from this scope.
- B. Area of special consideration is the Culturally Sensitive area in the southwest corner of the compound adjacent to the main gate entry area. This area is to be maintained like the other improved areas but will only be cut when a member of the USVI ARNG environmental group is present to supervise the protection of the culturally sensitive portions of the site (or gives written permission). Riding and push mowers are not allowed in this area.

SW 1-03 EMPLOYER/EMPLOYEE QUALIFICATIONS AND REQUIREMENTS: The requirements include but are not limited to the following:

- A. The contractor's business must be licensed with the Virgin Islands Department of Licensing and Consumer Affairs (DLCA). Submit a copy of the business license with the proposal.
- B. The contractor must be able to provide a current W-9. Submit the W-9 with original signature with the proposal.
- C. In accordance with the Department of Property and Procurement's regulations, the contractor must be registered with the System for Award Management (SAM). Submit a copy of the SAM.gov registration with the proposal.

"Guardians of the Eastern Front"



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- D. The contractor shall secure, pay for and maintain in full force and effect until no longer necessary, all necessary licenses, permits and permissions required by Federal, Territorial law, local ordinance, statute or regulations relevant to the work.
- E. The contractor must demonstrate that sufficient insurance coverage is in force to meet the Virgin Islands' government requirements.
- F. The contractor shall acquaint themselves with all conditions that may affect the work as would be evident from a thorough investigation of the project site, drawings, photos and specification covering the work.
- G. It shall be the responsibility of the contractor to carefully examine the physical condition of the project and consider all requirements for the coordination of their work.
- H. All work shall be under the supervision of trained and competent personnel in accordance with OSHA and other nationally accepted standards and the work shall be according to current industry engineering standards under the control of the Virgin Islands National Guard (VING), Construction and Facilities Management Officer (CFMO).
 - 1) The contractor will designate a full-time Project Supervisor who is qualified to enter the work areas and meets the OSHA definition of a Competent Person.
 - 2) No work shall be performed without the on-site presence of the Project Supervisor.
 - 3) The Project Supervisor shall maintain a Project Log Book and a Waste Disposal Log.
 - 4) The Project Supervisor will be responsible for the performance of the work and will represent the contractor in all respects at the project site. The Supervisor shall be the primary point of contact for the Contracting Officer.

SW 1-04 WORK TO BE ACCOMPLISHED: Work to be accomplished includes but is not limited to the following:

- A. Removal of debris from the property; mowing of the lawn and trimming of trees and shrubs and any other plants that are in need of pruning; inspection of plants and soil for insects, and the extermination of any insects that are discovered during normal maintenance activities.
- B. Grass will be cut to the lowest height achievable – maximum height will be 2" – without killing the grass or exposing bare soil.
- C. Fence lines are to be cleared of all vegetation and kept clear of vegetation throughout the contract period.
- D. Grass mowing includes all grass and vegetation for a distance of no less than 15 feet around the outside of the perimeter fence. In areas where the maintained property abuts a roadway, the mowing is to include the area from the perimeter fence to the actual roadway.
- E. Trimming and edging will be performed so that there is no vegetation left on or between concrete steps, sidewalks, any horizontal concrete or asphalt paving.
- F. Trimming and edging will be performed in all areas that require grass removal that cannot be reached by mowing.
- G. All excess debris and vegetation will be removed from the property being maintained. This includes cuttings performed by contractor and anything that has fallen from the existing trees or shrubs.
- H. Maintenance of planted flower beds in improved areas will include the removal of invasive plants and weeds in the planted areas as well as replacing of mulch as needed.
- I. Maintenance of areas of planted fruit trees will include removal of fallen fruit and cleaning of invasive plants from the tree base area, as well as replacement of mulch as needed.



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- J. Remove fallen palm fronds and other branches from the site.
- K. Pruning of shrubs and hedges is required.
- L. Cut/trim hedges and shrubs to ensure that walkways remain free and clear.
- M. The trees at the main entrance of the Joint Force Headquarters (JFHQ) building are to be trained to form an arch above the sidewalk. The arch is to be a minimum of 7' above the sidewalk.
- N. The contractor will be responsible for ensuring that the safety guards on the lawnmowers are in the down position to minimize the uncontrolled distribution of grass, flying objects and other debris.
- O. Contractor will be responsible for damages caused to other vehicles or buildings as a result of flying objects.

SW 1-05 HOURS OF WORK: Contractor shall be required to perform the work between the hours of 6:00 a.m. and 7:00 p.m., on weekends and on Federal holidays. Arrangements to work at different times or days must be coordinated through the Construction and Facilities Management Office in order to gain access to the facility. The work will be done on the first and third weekends of each month.

SW 1-06 PERFORMANCE

- A. Submittal of a proposal by a contractor shall be accepted as prima facie evidence that they have examined all aspects of the work required and have satisfied themselves as to the nature and location of the work and all matters that can in anyway affect the work or cost thereof, under this agreement. Any failure of the contractor to acquaint themselves with all available information including physical survey of the site of the proposed work will not relieve them from successfully performing all work for a complete and acceptable job.
- B. The brief outline above of principal features of the work in no way limits the responsibility of the contractor to perform all work and furnish all labor and materials required by the specifications. Any omission from the specifications or incorrect description thereof shall not relieve the contractor from performing all work required or furnishing the materials necessary to completely fulfill the intent of the contract.
- C. The contractor shall confine operations at the jobsite to areas permitted by the Construction and Facilities Management Officer or their representative. Contractor shall not unreasonably encumber the jobsite with materials or equipment and shall assume full responsibility for the protection and safekeeping of products stored on the premises.
- D. All work shall comply with standards as expressed in Federal and Territorial Building Codes.
- E. Work will not commence until the Contracting Officer has approved all submittals. Should any part of the submittal be disapproved, the entire submittal will be returned to the contractor until all corrections are made.
- F. At the job completion, the contractor shall clean up the work area and remove all trash and debris from the jobsite and return site to original or better condition.



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SW 1-07 TERM

- A. This contract will be in effect for an initial period of twelve (12) months. Upon agreement of the parties, the contract may be extended for two (2) additional optional 12-month periods.
- B. The contractor and its employees shall be subject to, and shall at all times conform with any and all rules, regulations, policies and procedures pertaining to the security at the above listed facilities. Any violations or disregard for the rules, regulations and policies may be cause for immediate termination of the contractor. The contractor and its employees shall at all times produce and display picture identification identifying the individual as an employee of the contractor.
- C. The contractor shall obtain the signature of the facility representative upon delivery of the service. The receipt shall be submitted with each invoice.
- D. The contractor shall provide a monthly cost for each named facility.

SW 1-08 PAYMENT

- A. Invoices will be turned in for each facility and each cutting separately.
- B. An invoice will be submitted at the beginning of each month for the service provided in the prior month.
- C. Each invoice shall be itemized with the name and amount for each facility covered.
- D. The invoice shall be accompanied by the appropriate supporting document – "Acknowledgement of Service" document fully completed and signed. This document will be provided by VING at the start of the contract.

SW 1-09 SUSPENSION OF PERFORMANCE IN CASE OF EMERGENCY

- A. In the event of a natural disaster or other emergency affecting operations at any facility covered by this statement of work, the VING, upon its sole discretion, may notify the contractor that performance of work at that facility is wholly or partially suspended until further notice.
- B. The VING shall compensate the contractor for any services provided up to the date of suspension of performance.
- C. The VING shall notify the contractor when services are to be reinstated and allow a reasonable mobilization period prior to resumption of performance.

SW 1-10 SAFETY: Safety requirements shall be in accordance with all Federal and Territorial laws and codes. The current Department of Labor safety and health regulations will govern the overall job safety program.

SW 1-11 ENVIRONMENTAL

- A. The Virgin Islands National Guard (VING) has instituted an environmental Management System Policy (eMS). Its aim is to implement and communicate long-term goals for environmental protection, improvement and stewardship. This will be achieved through



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continuous monitoring, assessing, reviewing and approving our environmental objectives and targets.

- B. All personnel – military, civilian workers, contractors and visitors – doing business with VING must conform to the eMS protocols in and around VING facilities and training areas. Embodied in the Adjutant General's eMS Policy is the requirement to adhere to and comply with all Environmental, Federal, Territorial, Department of Defense and VING laws, rules, regulations and policies.



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ADDENDUM II (COMPENSATION)

The Government in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work) agrees to make progress payments based on the invoices submitted by the Contractor. The Parties further agree that payments will be made in accordance with the **actual work** performed.

AWARDED PER CUT:

JFHQ

One Thousand Eight Hundred and Fifty Dollars and zero cents
\$1,850.00 per cut

LTC LAJ Readiness Center

One Thousand Eight Hundred and Fifty Dollars and zero cents
\$1,850.00 per cut

Estate Bethlehem Remainder

Two Thousand Eight Hundred Dollars and zero cents
\$2,800.00 per cut

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 10a1jd) 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.

ADDENDUM IV

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (SUPPLY CONTRACTS)

1. PREPARATION OF BIDS: (a) Bidders are expected to examine the drawings, specifications, invitations, and all instructions. Failure to do so will be at the bidder's risk. (b) Bids must be in ink or printed on the bid forms furnished herewith. Bids submitted in pencil will be rejected. Bids containing alterations or erasures will be rejected, unless the alteration or erasure is crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid, signed by the bidder explaining the correction of the alteration or erasure. (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Contracting Officer will retain all such proof on file for acceptance of future bids, if requested to do so. (d) The bidder must sign his proposal correctly and in ink. If the proposal is offered by an individual or partnership, his name, office and post office addresses must be shown. If offered by a corporation, the person signing the proposal must give his name, title, and business address. Anyone signing a proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation. (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified. (f) When not otherwise specified, the bidder must state a definite time of proposed delivery. (g) Time, if stated as a number of days will include Sundays and holidays. **2. SUBMISSION OF BIDS:** (a) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Bids shall be submitted so as to be received in the Office of the Contracting Officer not later than the exact time set for opening of bids. To be considered for award, a bid must comply in all material respects with the invitation for bids so that, both as to the method and timeliness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained.

(b) Sample of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the invitation. (c) In the event no bids are submitted, Bidders are advised not to return the Invitation unless otherwise specified. However, a letter or post card shall be sent to the Issuing Office advising whether future invitations for the type of supplies or services covered by the Invitation is desired. Failure to so advise the Issuing Office may be interpreted against the bidder. **3. WITHDRAWAL OF BIDS:** Bids may be withdrawn only by written notice provided that such notice is received prior to the time set for opening of the bid. **4. LATE BIDS:** (a) Bids received at the Office of the Contracting Officer after the precise time set in the Invitation for Bids are late bids. (b) A late bid shall be considered for award only if it is received before award; and either; (i) It was sent by mail including registered or certified for which an official dated post office stamp (Postmark) on the envelope has been obtained, and it is determined that the lateness was due solely to a delay in the mails for which the bidder was not responsible; or (ii) If submitted by mail it was received at the Office of the Contracting Officer in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Government. The only evidence acceptable to establish timely receipt at the Office of the Contracting Officer is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U. S. Postal Service. (c) **Hand-Carried Bids:** A late hand-carried bid, or any other late bid not submitted by mail. (d) **Registered Mail:** The time of mailing of a late bid, mailed by registered mail, may be determined by the date of the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes timely mailing. (e) **Certified Mail:** The time of mailing a late bid; mailed by Certified Mail for which a postmarked Receipt for Certified Mail was obtained, shall be deemed to be the last minute of the date shown on the postmark on such receipt where: (i) the Receipt for Certified Mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day of that station; or (ii) an entry in ink on

the Receipt of Certified Mail, showing the time of mailing and the initials of the postal employee receiving the item and making the entry, is appropriately verified in writing by the post office station of mailing in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late. (f) **Metered Mail:** Bids or modifications thereof transmitted in a metered envelope received after the time set for opening will be deemed to have been mailed on the last minute of the day indicated by the metered stamp unless in such event a bidder is able to submit clear and convincing proof as to the actual or approximate time of mailing. **5. IDENTIFICATION OF OFFER:** Bidders shall show brand name, catalog number, model and so forth as applicable on bid form covering the product they are bidding on and propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the Schedule, as a reference, will be supplied. **6. CASH DISCOUNT PROVISIONS:** (a) Discounts offered for a period of less than 20 days will not be considered in making award. Bids offering discounts for payment within periods in excess of twenty (20) days will be evaluated for the purpose of award. (b) In connection with discounts offered, time will be completed from date of acceptance of the supplies by the Government. Provided, however, that the Government is not unreasonably nor unduly negligent in accepting shipment. **7. AWARD OF CONTRACT:** (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. (b) The Government may award items separately or by grouping items in total lots. (c) Bidder acknowledges that all quantities listed on the bid sheet or any awarded contract are estimates and the Government will only purchase items based on its actual needs which may or may not amount to the total estimated quantities. **8. REJECTION OF BIDS:** The Government may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby. **9. PRICES:** (a) All prices bid shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an "escalation clause" will not be considered unless specifically authorized by the Government in the Invitation for Bids. (b) For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control. (c) All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there, tender delivery.

ADDENDUM V

Provisions from 2 CFR 200 - Appendix II

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204

of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Labor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

4. SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

6. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

8. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

9. RIGHT TO WITHHOLD

If work under this contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while contractor gives satisfactory assurance to Government that such claims will be paid by contractor or its insurance carrier, if applicable in the event that such contest is not successful.



**Government of
The United States Virgin Islands**

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*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **SF GENERAL MAINTENANCE SERVICES, LLC** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2021.

Entity Type: Domestic Limited Liability Company

Entity Status: In Good Standing

Registration Date: 07/13/2010

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of
the United States Virgin Islands, on this 20th day
of July, 2020.



A handwritten signature in black ink, appearing to read "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
BUSINESS LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

Licensee: SF GENERAL MAINTENANCE SERVICES, LLC	
Trade Name: SF GENERAL MAINTENANCE SERVICES, LLC	
Mailing Address	Physical Address
P.O. BOX 1036 CHRISTIANSTED ST. CROIX VI 00821	#132 ESTATE CASTLE COAKLEY CHRISTIANSTED ST. CROIX VI 00820
Business No: 13659	License No: 2-13659-4L
Types of License(s) Auto Cleaning & Polishing Service Repair & Maint of Misc. Items Roofing Contractor Importer of Goods Painting Contractor Trucking, Trans. & Delivery Landscaping, Garden, Maint. Service Installation of Equipment Cistern Cleaning Service Janitorial Service & Supply Rental of Equipment	

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2021

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 10/01/2021 until 10/31/2022
Printed on 06/01/2021
Issued at St. Croix, V.I.
Fee 1,560.00

Richard Sugelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

Date : FEBRUARY 17, 2021

Office of the Custodian, Government Insurance Fund

DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer **SF GENERAL MAINTENANCE SERVICE, LLC**

Has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the Commissioner of Finance and paid the required premium in accordance with the provision of Title 24 Chapter 11, Section 273, of the Virgin Islands Code, and accordingly is entitled to the rights And benefits of the insurance coverage established by law. The risk of this employer is covered By policy **7136** for the period from **JANUARY 01, 2021 TO DECEMBER 31, 2021.**

NAME & ADDRESS OF EMPLOYER:

SF GENERAL MAINTENANCE SERVICE, LLC

P.O. BOX 1036

CHRISTIANSTED, VI 00821


Anthony Setkridge
Director Government Insurance Fund



**Government of
The United States Virgin Islands**

-O-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **SF GENERAL MAINTENANCE SERVICES, LLC** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2021.

Entity Type: Domestic Limited Liability Company

Entity Status: In Good Standing

Registration Date: 07/13/2010

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 20th day of July, 2020.



A handwritten signature in black ink, reading "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

ARTICLES OF ORGANIZATION
OF
SF GENERAL MAINTENANCE SERVICES, LLC

I, the undersigned natural person of legal age acting as the organizer of a limited liability company (LLC) in accordance with the Uniform Limited Liability Company Act, Title 13, Chapter 15 of the Virgin Islands Code, do hereby adopt the following Articles of Organization for such limited liability company:

ARTICLE I

The name of the limited liability company is SF GENERAL MAINTENANCE SERVICES, LLC.

ARTICLE II

The physical address of the designated office of the limited liability company is #114 TAMARIND ESTATE, CHRISTIANSTED ST. CROIX, VI 00820 with a mailing address of PO BOX 1036, CHRISTIANSTED VI 00821.

ARTICLE III

The resident agent for the limited liability company process shall be SINCLAIR FLEMMING of #114 TAMARIND ESTATE, CHRISTIANSTED VI 00820, with a mailing address of PO BOX 1036, CHRISTIANSTED VI 00821.

ARTICLE IV

The names and physical address of the organizers of the limited liability company are
SINCLAIR FLEMMING #114 TAMARIND ESTATE, CHRISTIANSTED VI 00820

ARTICLE V

The minimum amount of capital with which the company shall commence business is \$1,000.00 dollars.

ARTICLE VI

The duration of the limited liability company is unlimited.

ARTICLE VII

The limited liability company shall be manager managed.

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ARTICLE VIII

The limited liability company shall have no members liable for the debts and obligations pursuant to Title 13, Chapter 15, Section 1303(c) of the Virgin Islands Code.

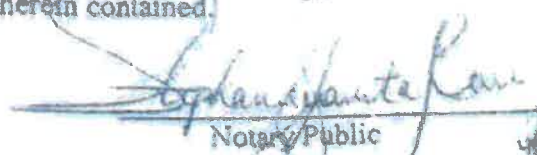
IN WITNESS WHEREOF, the undersigned persons have hereunto set their hands
organizers of the limited liability company this 12th day of July, 2010.


SINCLAIR FLEMMING

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) ss:

On this 12 of July, 2010, before me, the organizers personally
appeared SINCLAIR FLEMMING, known to me and satisfactorily proven to be the
persons whose names are subscribed to within the instrument and acknowledged that they
executed the same for the purpose therein contained.


Notary Public

My commission expires on _____

Stephanie Juanita Berry
Notary Public St. Croix, USVI
Commission # NP 045-09
Commission Expires 07/26/13

2010 JUL 13 PM 2:41

. LLC Operating Agreement
OF
SF GENERAL MAINTENANCE SERVICES LLC
A U.S. Virgin Islands Limited Liability Company

This OPERATING AGREEMENT is made on OCTOBER 13, 2010 between Sinclair Flemming (member manager) and SF General Maintenance Services LLC.

1. **Name and Business.** The member manager has formulated agreement to form an LLC under the name of SF General Maintenance Services LLC to conduct general maintenance services. The principal office of the business shall be Estate Tamarind, Christiansted VI 00820.

2. **Term.** The agreement shall begin on OCTOBER 13, 2010 and shall continue until terminated as herein provided.

3. **Profit and Loss.** The net profits of the company shall be contributed in cash to the member manager at a time deemed fit by the member manager.

4. **Management duties.** The member manager shall have all rights in the management of the business. He has all right to borrow or lend money, or make, deliver or accept and commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the company.

5. **Banking.** All funds of the Company shall be deposited in its name in such checking account as designated by the Member Manager. All withdrawals there from are to be made upon checks signed by the Member Manager or other authorized signatory.

6. **Books.** The organization documents shall be maintained at the principal office of the Company. The books shall be kept in a fiscal year basis, commencing January 1st and ending December 31.

7. **Voluntary Termination.** This agreement will become void at any time the Member Manager agrees to sell the assets of the business and the name of his business.

8. Death. Upon death of the Member Manager, all rights of the business shall be passed on to the individual chosen by the member manager per his will. A new operating agreement will then be formulated for him/her as the Member Manager.

TERRITORY OF THE VIRGIN ISLANDS)

) SS:

DISTRICT OF ST. CROIX)

BEFORE ME, the undersigned authority, on this 25 day of October, 2010, personally appeared, Sinclair Fleming, who, being by me, first duly sworn, declared that he is the individual who signed the foregoing document as the Organizer of the Company and that the statements contained in this Operating Agreement are true and correct.


Sinclair Fleming


Notary Public



 **ALERT:** Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. [Read more about the extension on Interact](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 04/10/2021 from 5:00 AM to 1:00 PM.

Entity Dashboard

SF General Maintenance Services, LLC
DUNS: 831615047 CAGE Code: 5NoL8
Status: Active
Expiration Date: 03/25/2022
Purpose of Registration: All Awards

132 Castle Coakley
Christiansted, VI, 00820 ,
UNITED STATES

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Reports](#)[Service Contract
Report](#)[BioPreferred Report](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family
Members](#)[BACK TO USER DASHBOARD](#)**Entity Overview****Entity Registration Summary**

DUNS: 831615047
Name: SF General Maintenance Services, LLC
Business Type: Business or Organization
Last Updated By: Sinclair Flemming
Registration Status: Active
Activation Date: 04/08/2021
Expiration Date: 03/25/2022

Exclusion Summary

Active Exclusion Records? No

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

NON-COLLUSION AFFIDAVIT

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SINCLAIR FLEMMING

....., being duly sworn, deposes and says that --

(1) He is [owner, partner, officer, representative, or agent] of SF GENERAL MAINTENANCE

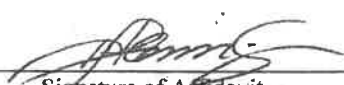
SERVICES, LLC. the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature of Affidavit

SUBSCRIBED AND SWORN to before me this 9 day of April, 2021


Notary Public

BERNARD W. LIBURD
NOTARY PUBLIC 49-17
MY COMM EXP 6/6/2021
ST. CROIX, US VIRGIN ISLANDS

1. ORGANIZATION

SF General Maintenance Services, LLC.

Capability Statement

SF General Maintenance Services, LLC, is a professional landscaping, Heavy Equipment & Trucking, IT, construction and general maintenance company. Our company is licensed, insured and holds the Small Business Administration 8(a), HUB-ZONE, and DBE certifications to do business in the U.S. Virgin Islands, Puerto Rico and the United States Mainland. We service residential, commercial, local and federal government agencies. No job is too small or too big for us to perform. Our jobs are done at the highest performance standards. We take pride in providing our customers with the highest quality services at affordable and competitive prices. Our goal is to exceed your expectations, so as to establish a continued mutually benefitting business relationship.

CORE COMPETENCIES

- Heavy Equipment / Rental
- Trucking
- Custodial Services
- Painting Services
- Electrical Services
- Roof Repair and Maintenance
- Restoration of Old Structures
- Installation of Bathroom Fixtures
- Fence Installation
- Commercial & Residential Landscaping
- IT Services to Federal & Local Agencies
- Cistern Cleaning & Repair
- Building Construction, Commercial & Residential



NAICS & PSC CODES

- 236118 Residential Remodelers
- 236210 Industrial Building Construction
- 236220 Commercial & Institutional Building Construction
- 237110 Cistern (Multiple) Repair VIs
- 238160 Roofing Contractors
- 238210 Electrical & Wiring Installation Contractors
- 238220 Plumbing, Heating & Air-Conditioning Contractors
- 238290 Other Building Equipment Contractors
- 238320 Painting & Wall Covering Contractors
- 484110 General Freight Trucking, Local
- 561720 Janitorial Services
- 561730 Landscaping Services
- 811412 Appliance Repair & Maintenance
- JO45 Cistern (Multiple) Repair-Viis
- NO56 Impact Resistant Doors & Windows/Installation
- S208 Housekeeping - Landscaping/Groundskeeping
- S299 Housekeeping - Other
- S201 Housekeeping - Custodial Janitorial
- W039 Lease/Rental of Equipment- Materials Handling Equipment
- 3990 Miscellaneous Material Handling Equipment



Cage Code: 5N0L8 | Duns #: 831615047

COMPANY SNAPSHOT

Government Business POC: Sinclair Flemming
Phone/Fax: (340) 718-3360 | Cell: (340) 690-3360
Email: sinclair3360@yahoo.com

Address: 132 Castle Coakley, C'sted, St. Croix,
U.S. Virgin Islands 00820
P.O. Box 1036, C'sted, St. Croix, U.S. Virgin
Islands 00821

Work Area: VI, PR, and U.S. Mainland

DIFFERENTIATORS

Community Development Corporation Owned Firm
Black American Owned | Minority Owned Business
SBA Certified 8(a) Program Participant
HUBZone Certified Program Participant
DBE Certified Program Participant

- 15+ Years of Experience
- 2016 Small Business of the Year Award Recipients
- We perform at the highest degree of integrity, responsibility, efficiency and promptness. Client satisfaction is our goal!
- We use highly skilled workers
- Offer competitive pricing

PAST PERFORMANCES



Rural Housing Service

of Contracts: 3 Contracting Actions

Top Office: Rural Development

Details on FPDS.gov: [RHS Contracting History](#)



National Park Service

of Contracts: 25 Contracting Actions

Top Office: SER South MABO

Details on FPDS.gov: [NPS Contracting History](#)



Dept. of the Army

of Contracts: 4 Contracting Actions

Top Office: W7RQ USPFO Activity VI ARNG

Details on FPDS.gov: [Army Contracting History](#)

Sinclair Flemming
Government Business POC

sinclair3360@yahoo.com
Phone/Fax: (340) 718-3360 | Cell: (340) 690-3360

SF General Maintenance Services, LLC, Where YOU CAN EXPECT NO LESS THAN THE BEST

132 Castle Coakley, C'sted, St. Croix, U.S. Virgin Islands 00820 | P.O. Box 1036, C'sted, St. Croix, U.S. Virgin Islands 00821