



# 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

August 17, 2021

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

**RE: S041DOEC19(SFGM) AMENDMENT-Landscaping Services for the Department of Education in the St. Croix District.**

Dear Sinclair Flemming:

Transmitted herewith is the fully executed Amendment for a Supply Contract for the Landscaping Services for the Department of Education, in the St. Croix District U.S.V.I. during the period of **October 5, 2020**, through **October 4, 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](mailto: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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August 10, 2021

Mr. Sinclair Flemming  
SF General Maintenance Services, LLC  
P.O. BOX 1036, Christiansted,  
St. Croix, VI

**RE: Supply Contract—S041DOEC19(SFGM)**

Dear Mr. Flemming:

Transmitted herewith is Amendment No. 1 to the Supply Contract to provide **Landscaping Services for the Department of Education in the St. Croix District**. 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).

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](mailto:dynell.williams@dpp.vi.gov).

Respectfully,

  
Anthony D. Thomas  
Commissioner

ADT/drw/mth



OPCMR

**AMENDMENT No. 1 OF  
SUPPLY CONTRACT NO. S041DOEC19 (SFGM)**

**THIS AMENDMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT of EDUCATION** (hereinafter referred to as "**Government**") and **SF General Maintenance Services, LLC** whose address is **P.O. Box 1036, Christiansted, St. Croix** (hereinafter referred to as "**Contractor**").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Supply Contract No. **S041DOEC19 (SFGM)** approved by the Commissioner of Property and Procurement on **October 24, 2019** and (which constitute and are hereinafter referred to as the "**Contract**"), the Government contracted with Contractor to provide **Landscaping services for the Department of Education schools in the St. Croix District** and

**WHEREAS**, the Supply Contract expires pursuant to its terms on **October 3, 2021**; and

**WHEREAS**, the parties desire to amend the Supply Contract, to change the Scope of Work in Addendum I to include **A monthly cut for the month of July** and to increase the Compensation in Addendum II by **Ten Thousand Eight Hundred Dollars and Zero Cents (\$10,800.00)**; listed in Attachment A (Scope of Work and Compensation) on the original Contract; and

**NOW, THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. Attachment A of the Contract is revised by deleting all terms contained therein and inserting in lieu thereof all of the terms contained in the new Attachment A attached hereto as Attachment A.
2. This Amendment is subject to the approval of the Commissioner of Property and Procurement and to the appropriation and availability of funds.





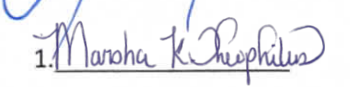
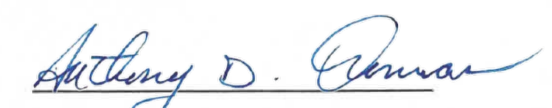
OPCMR

3. Except as expressly amended in this Amendment, all terms of the Supply Contract and Amendment No. 1 remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

1.    
Racquel Berry-Benjamin, Commissioner  
Department of Education

2.    
Anthony D. Thomas, Commissioner  
Department of Property & Procurement

8/13/2021  
Date

8/14/2021

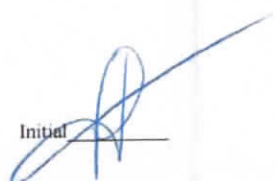
Date

**WITNESSES**

1.    
Sinclair Flemming, Managing Partner  
SF General Maintenance Services, LLC

2. 

8/11/21  
Date

  
Initial





OPCMR

## AMENDED ATTACHMENT A

### SCOPE OF WORK

#### Scope of Work

##### Location of Work:

The services are limited to the following campuses.

1. ALEXANDER HENDERSON -CAMPUS
2. ST. CROIX CURRICULUM CENTER
3. CLAUDE O MARKOE
4. JUANITA GARDINE
5. LEW MUCKLE
6. PEARL B LARSEN
7. ST. CROIX CENTRAL HIGH
8. EDUCATIONAL COMPLEX & C-TECH
9. EVELYN WILLIAMS ELEMENTARY SCHOOL SITE
10. JOHN H. WOODSON JR. HIGH SCHOOL

##### Existing Conditions:

The hardscape of each campus is made up of paved parking lots, walkways, and landscaped areas. The landscaped areas are made up of various amounts of lawns, ornamental plants, hedges, shrubs, large trees, and undisturbed natural vegetation areas. The landscaped areas require periodical cutting, clearing, and cleaning to maintain a visually pleasing appearance. The areas of natural occurring vegetation weeds (guinea grass and wild tamarind) grow wild. These areas will require cleaning but at a different frequency of the areas between buildings and within student walking areas

All work shall be performed in accordance with VIDE's Landscaping Services Scope of Work.

1. Stump out guinea grass, remove weeds, weed eat low grass areas.
2. Shape all hedges and ornamental plants inside fence lines.
3. Trim large trees between buildings protruding into walking areas, and over roofs.
4. Prune branches that appears dying, dead, or rotten.
5. Clean vines from fences and any vegetation on buildings.
6. Remove all vegetation from property and blow clean paved areas.

Potential bidders will be required to submit itemized costs for particular areas of a campus.

1. **CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH BOTH MONTHLY AND TOTAL ANNUAL COST**
2. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE PROJECT THAT INCLUDES ALL EQUIPMENT, MATERIAL AND LABOR FOR THE PROJECT.**
3. **PRICES BEEN SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO**

FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.

4. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.
5. ATTACHED ARE SITE PICTURES, OUTLINING AREAS WHERE LANDSCAPING SERVICES ARE REQUIRED.

**Allowable Limits**

Landscape areas shall be kept below the maximum allowable limits for the components of the campus. The limits for these components are as follows.

- Grass areas/ lawns shall be kept below 6" above grade
- Hedges / ornamentals shall be kept within 9" of its shape
- Small trees shall not block visibility or create hiding
- Larger trees shall not extend over roofs

It will be the responsibility of the successful contractor to visit the site on a routine basis, inspect the campus for growth and appearance. Once it has been determined that the grounds has exceeded the allowable limits, the successful contractor will request authorization to perform the necessary services. The DOE will issue written authorization to perform said services. These written authorizations shall accompany any invoice and the invoice shall match. The contract period will be for one year October 1, 2019-September 30, 2020 with one (1), one-year option to renew, following the schedule below:

October  
November  
January  
February  
March  
April  
May  
June  
July  
August  
September

**Allowable time of Performance:**

The vendor shall be committed to the following time constraints:

School Days: After 4:00 PM

Weekends: No restrictions

School Holidays: No restriction

## ADDENDUM II

### COMPENSATION

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

#### **AWARDED:**

**\$10,800.00**                      **MONTHLY (per cut)**

**\$118,000.00**                      **ANNUALLY**

<b>Schools</b>	<b>Cost per cut</b>
St. Croix Central High School	\$6,000.00
Evelyn Williams Elementary School	\$4,800.00
Total Monthly Cost	\$10,800.00
Total Annual Cost	\$118,000.00



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Government of the United States Virgin Islands

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## Executed letter

September 22, 2020

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

**RE: S041DOEC19 (SFGM) Landscaping Services for the Department of Education,  
St. Croix, U.S.V.I.**

Dear Mr. Flemming:

Transmitted herewith is the attached fully executed Renewal Option Supply Contract (Supply Contract) to provide Landscaping Services for the Department of Education, St. Croix, U.S.V.I. during the period of **October 5, 2020 through October 4, 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.

Respectfully,

Dyrnell R. Williams

Deputy Commissioner of Procurement

DRW/ajl

xc: *Government of the Virgin Islands*  
*File*





OPCMR

## EXERCISE OF RENEWAL OPTION

GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

### DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: S041DOEC19 (SFGM)

DATED: October 24, 2019

### EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
Sinclair Flemming SF General Maintenance Services, LLC P.O. Box 1036 Christiansted, USVI 00821	Landscaping Services for the Department of Education, St. Croix U.S.V.I.

Pursuant to the renewal option provision of Contract No. **S041DOEC19 (SFGM)**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, **Department of Education** exercises its option to renew and does hereby renew the aforementioned contract for the period **October 4, 2020 through October 3, 2021**, at the stipulated cost therein.

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

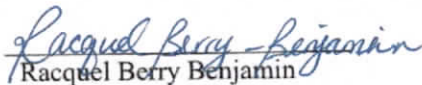
Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement  
#3274 Estate Richmond  
Christiansted, St. Croix, USVI 00820

ACKNOWLEDGMENT & ACCEPTANCE:

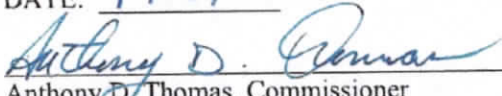
GOVERNMENT OF THE VIRGIN ISLANDS

  
Sinclair Flemming, Managing Partner  
SF General Maintenance Services, LLC

  
Racquel Berry Benjamin  
Commissioner of Education

DATE: 9/15/2020

DATE: 09/18/2020

  
Anthony D. Thomas, Commissioner  
Department of Property & Procurement

9/21/2020  
DATE



# Department of Property & Procurement

Government of the United States Virgin Islands

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October 24, 2019

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

**RE:** S041DOEC19 (SFGM) Landscaping Services for the Department of Education Schools (DOE) for the District of St. Croix, USVI

Dear Mr. Flemming:

Transmitted herewith is the attached fully executed Supply Contract to provide landscaping services for the Department for the Education Schools District of St. Croix, USVI during the period of **October 04, 2019 through October 03, 2020**. **SF General Maintenance Services, LLC** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum III (General Provisions), and Addendum IV (Termination of Contracts). If **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.

Respectfully,

Dymell R. Williams  
Deputy Commissioner of Procurement

DRW/mf

xc: Department of Education  
P&P File

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

**SUPPLY CONTRACT**

**No. S041DOEC19 (SFGM)**

This AGREEMENT made this 24th day of October, 2019  
for the Landscaping Services for the Department of Education, St. Croix U.S.V.I. by and between the  
Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **SF GENERAL  
MAINTENANCE SERVICES, LLC** (an individual [ ]), (a partnership [ ]), (joint venture [ ]), (a  
corporation [X]), (incorporated in the state of [X]) (Territory of St. Croix, United States Virgin Islands),  
doing business as **SF General Maintenance Services, LLC** whose address is PO Box 1036,  
Christiansted, St. Croix, VI 00821 hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids  
No. IFB036DOEC19 (S) opened on September 10, 2019 and the award of this contract to the  
Contractor, notification hereof having been made to the Contractor on October 3, 2019, and, in further  
consideration of the covenants and agreements of the parties herein contained, to be well and truly  
observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as  
follows:

SECTION 1. That for and in consideration of the price or prices and agreement in this proposal  
hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or  
all of the commodities described in the said Invitation for Bids No. IFB036DOEC19 (S) and the Scope of  
Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of  
said accepted proposal. The Advertisement, Invitation for Bids, General Provisions (Addendum III),  
Termination of Contracts (Addendum IV), any Supplemental Provisions and Specifications and the  
Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this  
reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the  
work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and  
the line items as indicated in Addendum I, in lawful money of the United States, and the payment shall be  
made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on October 4, 2019 and shall terminate on  
October 3, 2020, unless mutually extended or terminated by the parties. The services under this contract  
shall be for a period of One (1) year with a renewal option for a period of One (1) year. No alterations or  
variations of the terms of the proposal shall be valid or binding upon the Government unless made in  
writing and approved by the Government.



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

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

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

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

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




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

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

Witnesses:

**GOVERNMENT OF THE VIRGIN ISLANDS**


  
.....  
Marsha Stephens  
.....

By:  10/24/2019  
Anthony D. Thomas Date  
Commissioner  
Department of Property and Procurement

Witnesses:

**CONTRACTOR**

  
.....  
Carey Williams  
.....

By:  10/18/19  
Sinclair Flemming Date  
Managing Partner  
SF General Maintenance Services, LLC

*(Corporate seal, if Contractor is a corporation)*

# ADDENDUM I

## Scope of Work

### Location of Work:

The services are limited to the following campuses.

1. ALEXANDER HENDERSON -CAMPUS
2. ST. CROIX CURRICULUM CENTER
3. CLAUDE O MARKOE
4. JUANITA GARDINE
5. LEW MUCKLE
6. PEARL B LARSEN
7. ST. CROIX CENTRAL-HIGH
8. EDUCATIONAL COMPLEX & C-TECH
9. EVELYN WILLIAMS ELEMENTARY SCHOOL SITE
10. JOHN H. WOODSON JR. HIGH SCHOOL

### Existing Conditions:

The hardscape of each campus is made up of paved parking lots, walkways, and landscaped areas. The landscaped areas are made up of various amounts of lawns, ornamental plants, hedges, shrubs, large trees, and undisturbed natural vegetation areas. The landscaped areas require periodical cutting, clearing, and cleaning to maintain a visually pleasing appearance. The areas of natural occurring vegetation weeds (guinea grass and wild tamarind) grow wild. These areas will require cleaning but at a different frequency of the areas between buildings and within student walking areas

All work shall be performed in accordance with VIDE's Landscaping Services Scope of Work.

1. Stump out guinea grass, remove weeds, weed eat low grass areas.
2. Shape all hedges and ornamental plants inside fence lines.
3. Trim large trees between buildings protruding into walking areas, and over roofs.
4. Prune branches that appears dying, dead, or rotten.
5. Clean vines from fences and any vegetation on buildings.
6. Remove all vegetation from property and blow clean paved areas.

Potential bidders will be required to submit itemized costs for particular areas of a campus.

1. **CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH BOTH MONTHLY AND TOTAL ANNUAL COST**
2. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE PROJECT THAT INCLUDES ALL EQUIPMENT, MATERIAL AND LABOR FOR THE PROJECT.**
3. **PRICES BEEN SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO**

FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.

4. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.
5. ATTACHED ARE SITE PICTURES, OUTLINING AREAS WHERE LANDSCAPING SERVICES ARE REQUIRED.

**Allowable Limits**

Landscape areas shall be kept below the maximum allowable limits for the components of the campus. The limits for these components are as follows.

- Grass areas/ lawns shall be kept below 6" above grade
- Hedges / ornamentals shall be kept within 9" of its shape
- Small trees shall not block visibility or create hiding
- Larger trees shall not extend over roofs

It will be the responsibility of the successful contractor to visit the site on a routine basis, inspect the campus for growth and appearance. Once it has been determined that the grounds has exceeded the allowable limits, the successful contractor will request authorization to perform the necessary services. The DOE will issue written authorization to perform said services. These written authorizations shall accompany any invoice and the invoice shall match. The contract period will be for one year October 1, 2019-September 30, 2020 with one (1), one-year option to renew, following the schedule below:

October  
November  
January  
February  
March  
April  
May  
June  
August  
September

**Allowable time of Performance:**

The vendor shall be committed to the following time constraints:  
School Days: After 4:00 PM  
Weekends: No restrictions  
School Holidays: No restriction

## ADDENDUM II

### COMPENSATION

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

#### **AWARDED:**

<b>\$10,800.00</b>	<b>Total cost per cut</b>
<b>\$108,000.00</b>	<b>Total cost per School Year</b>

Schools	Cost per cut
St. Croix Central High School	\$6,000.00
Evelyn Williams Elementary School	\$4,800.00
Total Cost Per Cut	\$10,800.00
Total Cost per School Year	\$108,000.00



# 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

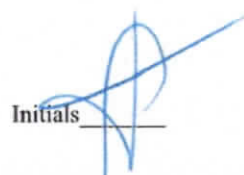
(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(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:

Initials 

(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 10a) 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.