



# Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

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

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

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

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



## Executed letter

October 4, 2021

Sinclair Flemming  
Managing Partner  
SF General Maintenance Services, LLC  
132 Estate Castle Coakley

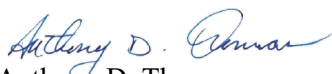
**RE: S069BDOEC21(SFGMS) Landscaping Services at Various Schools/Activity Centers, St. Croix U.S. Virgin Islands**

Dear Sinclair Flemming:

Transmitted herewith is the fully executed Supply Contract for the Landscaping Services at Various Schools/Activity Centers in the St. Croix District during the period of **October 14, 2021**, through **October 13, 2022**. **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 Anthony D. Thomas, Commissioner of Property and Procurement, at 340-774-0828 or email [anthony.thomas@dpp.vi.gov](mailto:anthony.thomas@dpp.vi.gov).

Respectfully,

  
Anthony D. Thomas  
Commissioner

ADT/mth



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

## SUPPLY CONTRACT

No. S069BDOEC21(SFGMS)

This AGREEMENT, made this 4th day of October 2021 for the **Landscaping Services at Various Schools/Activity Centers, St. Croix, U.S. Virgin Islands** by and between the Government of the Virgin Islands on behalf of the Department of Education, hereinafter called the "GOVERNMENT", and **SF General Maintenance Services, LLC** whose address is **132 Estate Castle Coakley, Christiansted, VI 00820** hereinafter called the "CONTRACTOR",

### WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. 066DOEC21(S) opened on August 23, 2021 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on September 14, 2021 and, in further consideration of the covenants and agreements of the Parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the Parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in this bid hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver all of the services described in the said Invitation for Bids No. 066DOEC21(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, Scope of Work (Addendum I), Compensation (Addendum II), General Provisions (Addendum III), Termination of Contracts (Addendum IV), Provisions from 2 CFR 200 - Appendix II (Addendum V), 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 (Scope of Work) and Addendum II (Compensation), in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Invitation for Bids, and Addendum II (Compensation).

Initial



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SECTION 3. This Contract shall commence on October 14, 2021 and shall terminate on October 13, 2022, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one (1) year with a renewal option for a period of one (1) year. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

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

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

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

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

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or 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.





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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.

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

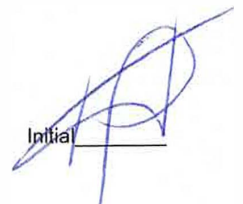
SECTION 12. Either Party may terminate this Contract for cause by providing ten (10) days written notice to the other party specifying the date of termination. The Government may also terminate this Contract for convenience on ten (10) days written notice in accordance with the Provisions of Addendum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

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

Initial 



Witnesses:

Derigues R. Thomas



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**GOVERNMENT OF THE VIRGIN ISLANDS**

By: Anthony D. Thomas 10/4/2021  
Anthony D. Thomas Date  
Commissioner  
Department of Property and Procurement

Racquel Berry-Benjamin

By: Racquel Berry-Benjamin 10/4/2021  
Racquel Berry-Benjamin Date  
Commissioner  
Department of Education

Witnesses:

Sinclair Flemming

**CONTRACTOR**

By: Sinclair Flemming 9/30/21  
Sinclair Flemming Date  
Managing Member  
SF General Maintenance Services, LLC

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



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## **ADDENDUM I SCOPE OF WORK**

The Contractor shall provide Landscaping Services at Various Schools/Activity Centers, St. Croix, U.S. Virgin Islands locations at the prices quoted in Contractor's bid in response to IFB No. 066DOEC21(S), which is attached hereto and incorporated by this reference.

A handwritten signature in blue ink, consisting of a stylized 'S' and 'P'.

## **Virgin Islands Department of Education**

### **Landscaping: Scope of Work**

The Department of Education is seeking bids from multiple vendors to provide all labor, tools, and material necessary to provide landscaping services at various public schools and activity centers located throughout the St. Croix School District.

#### **Location of Work:**

The services are limited to the following campuses.

RICARDO RICHARDS  
ALFREDO ANDREWS  
EULALIE RIVERA  
ADULT EDUCATION/CONTINUING EDUCATION  
DOE MAIN HEADQUARTERS and SCHOOL FOOD AUTHORITY WAREHOUSE  
ALTERNATIVE EDUCATION  
ARTHUR A RICHARDS  
ST. CROIX EDUCATIONAL COMPLEX & C-TECH  
CLAUDE O MARKOE  
PEARL B LARSEN  
JUANITA GARDINE  
ST. CROIX CENTRAL HIGH SCHOOL  
EVELYN WILLIAMS  
ALEXANDER HENDERSON  
LEW MUCKLE  
JOHN H WOODSON  
CURRICULUM CENTER  
PROCUREMENT WAREHOUSE

#### **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

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.- ATTACHMENT A

#### **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- 2021 -September 30, 2022 with one (1) one year renewal option.

The services shall be provided during the following months:

October  
November  
December  
January  
February  
April  
May



June  
July  
August  
September

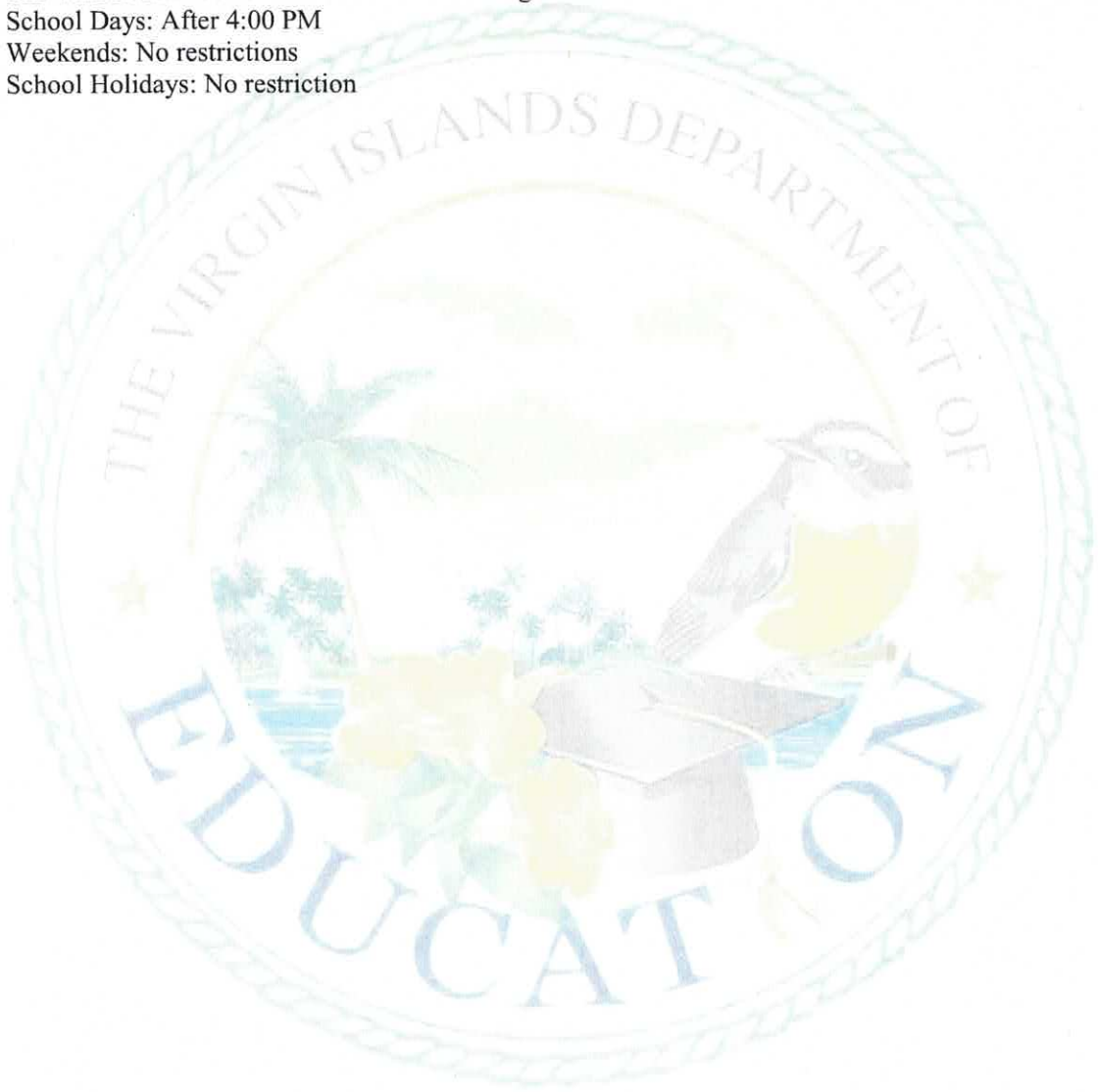
**Allowable time of Performance:**

The vendor shall be committed to the following time constraints:

School Days: After 4:00 PM

Weekends: No restrictions

School Holidays: No restriction



A handwritten signature in blue ink, consisting of a stylized 'R' followed by a long horizontal stroke.



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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.

Location	Monthly Cost
Main Headquarters and School Food Warehouse	\$1,000.00



# Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

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

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



September 23, 2021

Mr. Sinclair Flemming  
Managing Partner  
SF General Maintenance Services, LLC  
132 Estate Castel Coakley  
Christiansted, VI 00820

**RE: Supply Contract—S069BDOEC21(SFGMS)**

Dear Mr. Flemming:

Transmitted herewith is a Supply Contract for the **Landscaping Services at Various Schools/Activity Centers, St. Croix U.S. Virgin Islands during the period of October 14, 2021 through October 13, 2022.** Services provided will be made in accordance with the terms and conditions of the contract.

*We invite your attention to the General Provisions of said contract particularly to 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




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


INVITATION BID & AWARD SUPPLY CONTRACT	CONTRACT NO.	PAGE NO.	NO. OF PAGES
	ORDER NO.	1	
ISSUED BY Department of Property & Procurement		ADDRESS 3274 Estate Richmond Christiansted, Virgin Islands 00820	

INVITATION FOR BIDS	
DATE ISSUED July 19, 2021	INVITATION NO. IFB066DOEC21(S)
<p>Sealed bids:(1) The Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference will be received on or before <b>10:00 a.m., Atlantic Standard Time</b>, no later than <b>Monday, August 9, 2021</b> and publicly opened at <b>11:00 a.m., Atlantic Standard Time</b> on <b>Monday, August 9, 2021</b> for furnishing the supplies or services for delivery f.o.b. ST. CROIX, VIRGIN ISLANDS.</p> <p><b>Electronic Submission: <a href="mailto:ebids_proposals@dpp.vi.gov">ebids_proposals@dpp.vi.gov</a></b></p> <p>General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.</p>	

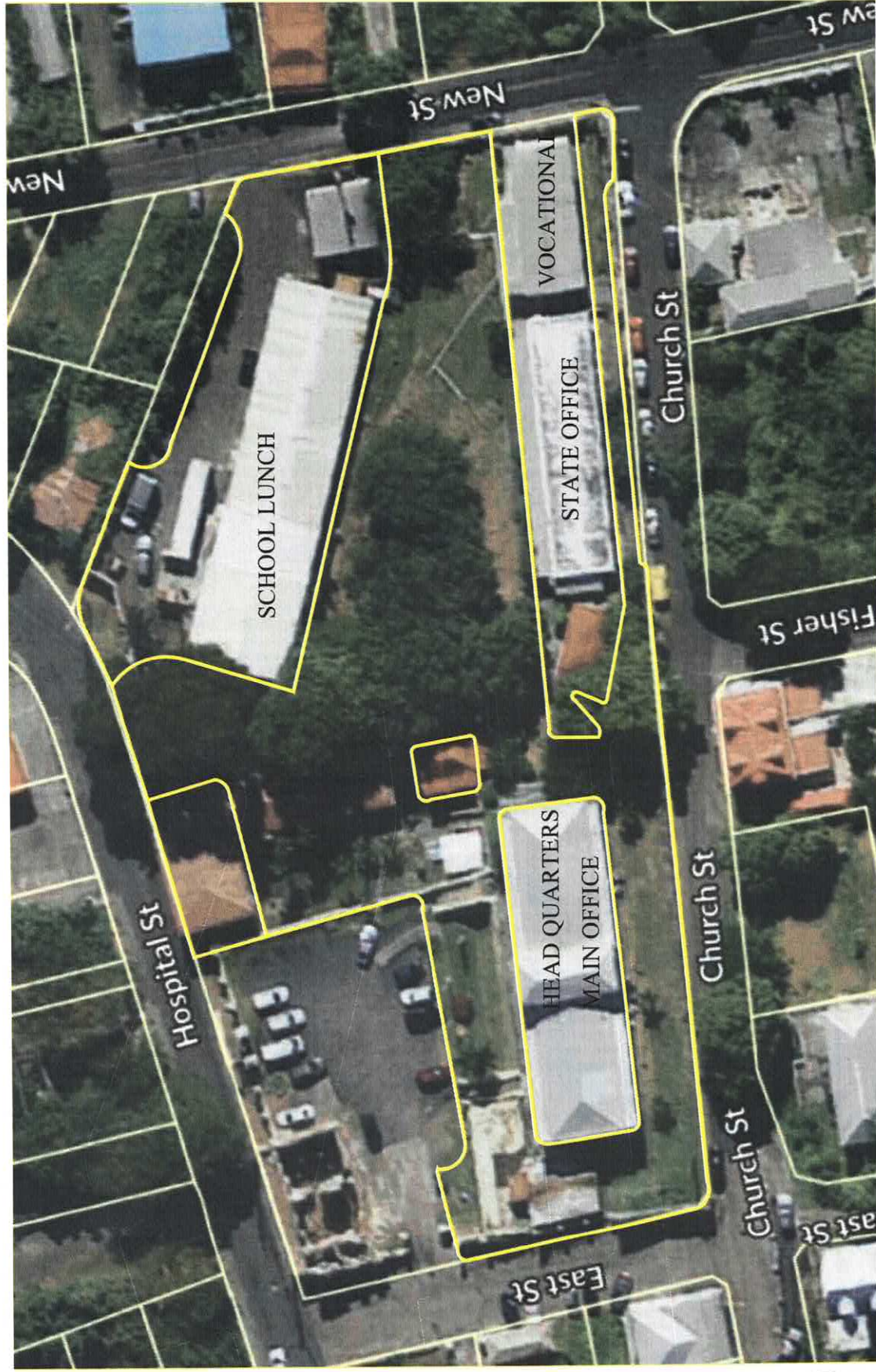
SCHEDULE					
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO. OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Landscaping Services at Various Schools/Activity Centers, St. Croix U.S. Virgin Islands				

BID	DATE OF BID
<p>IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN _____ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:</p> <p>PERCENT, 20 CALENDAR DAYS; _____ PERCENT, 30 CALENDAR DAYS</p> <p>BIDDER REPRESENTS (Check appropriate boxes)</p> <p>(1) THAT HE IS _____, IS NOT _____, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL _____, WILL NOT _____, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.</p> <p>(2) THAT HE IS A REGULAR DEALER IN _____, MANUFACTURER OF _____, THE SUPPLIES BID UPON.</p> <p>(3) (A) THAT HE HAS _____, HAS NOT _____, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS _____, HAS NOT _____, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.</p> <p>(4) HE OPERATES AS AN INDIVIDUAL _____, PARTNERSHIP _____, CORPORATION _____, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS</p> <p>(5) PREFERRED BIDDER: _____ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WAS BORN IN THE VIRGIN ISLANDS; _____ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR _____ WHO WERE BORN IN THE VIRGIN ISLANDS; _____ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR _____ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.</p>	

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code) (Type or Print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
SF GENERAL MAINTENANCE SERVICES, LLC. P.O. Box 1036 Christiansted, VI 00820 132 Castle Coakley, Christiansted, VI 00820.	
	TYPE OR PRINT SIGNER'S NAME & TITLE
	Sinclair Flemming - Managing Partner

AWARD		DATE OF AWARD
ACCEPTED AS TO ITEMS NUMBERED	AMOUNT	GOVERNMENT OF THE VIRGIN ISLANDS
SUBMIT INVOICE FOR PAYMENT TO: Department of Education 2133 Hospital Street Christiansted, Virgin Islands 00820 (340) 773-1095		BY  Contracting Officer





Vendor agrees to landscape in and around all highlighted areas in accordance with the bidding documents and written specifications.

**LEGEND:**

- TRIM GRASS TO 2'0" HEIGHT MAX NAP
- - - - TRIM OVER GROWN FENCE LINE

DEPARTMENT OF EDUCATION, HEAD QUARTERS LANDSCAPING

Plot # 2133 Hospital Street, C'sted, St.Croix, USVI.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# 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 10a(d)) 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 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.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



# ADDENDUM VI

## 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 bid is to be 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.



**GOVERNMENT OF THE VIRGIN ISLANDS**  
**DEPARTMENT OF PROPERTY AND PROCUREMENT**

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_ 0 \_\_\_\_\_

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 20<sup>th</sup> day of July, 2021

Notary Public

7/20/21

COMP: 8/15/2023





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: <b>SF GENERAL MAINTENANCE SERVICES, LLC</b>	
Trade Name: <b>SF GENERAL MAINTENANCE SERVICES, LLC</b>	
Mailing Address	Physical Address
P.O. BOX 1036 CHRISTIANSTED ST. CROIX VI 00821	#132 ESTATE CASTLE COAKLEY CHRISTIANSTED ST. CROIX VI 00820
Business No: <b>13659</b>	License No: <b>2-13659-4L</b>
<b>Types of License(s)</b> Auto Cleaning & Polishing Service Repair & Main 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 Zugelista*

Commissioner, Department of Licensing and Consumer Affairs

**THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS**





**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, 2022.

**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 1st day of July, 2021.



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

Tregenza A. Roach  
Lieutenant Governor  
United States Virgin Islands





ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 150 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 8:00 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](#)

### 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

[BACK TO USER DASHBOARD](#)



# 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 Settridge  
Director Government Insurance Fund



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.

2019 FEB 11 PM 2:41

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 12<sup>th</sup> 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

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

My commission expires on \_\_\_\_\_

2010 JUL 12 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 Fleming (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 1<sup>st</sup> 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.

Operating Agreement

Fleming

Page 2

8. Death. Upon death of the Member Manager, all rights of the business shall 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

