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

SUPPLY CONTRACT

S16DLCAT22 (VICSE)

This AGREEMENT, made this 13th day of December, 2021

to Provide Janitorial Services for the Virgin Islands Department of Licensing and Consumer Affairs in the St. Thomas/St. John District by and between the Government of the Virgin Islands, Virgin Islands Department of Licensing and Consumer Affairs, hereinafter called the "GOVERNMENT", and Virgin Islands Cleaning Services Enterprise, LLC whose address is P.O. Box 11134, St. Thomas, VI 00801 hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. **IFB002DLCAT22 (S)** opened on **November 4, 2021** and the award of this contract to the Contractor, notification hereof having been made to the Contractor on **November 17, 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 proposal hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the services described in the said Invitation for Bids No. **IFB002DLCAT22 (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 services as indicated in Addendum I (Scope of Work), 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 **upon the execution of the Commissioner of the Department of Property and Procurement**, and shall terminate **September 30, 2022**, unless mutually extended or terminated

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by the parties. 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 articles or services ordered before the date of termination shall be satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

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

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected services 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 services 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 services 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.



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SECTION 9. All quantities listed in this Contract are estimates only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The Contractor shall only fulfill orders in accordance with approved purchase orders issued by the Government.

SECTION 10. 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 11. 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 12. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

SECTION 13. This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

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

Witness:

[Handwritten signature]

GOVERNMENT OF THE VIRGIN ISLANDS

By:

Anthony D. Thomas 12/13/2021

Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Witness:

[Handwritten signature]

By:

Richard T. Evangelista Esq. 12/13/2021

Richard T. Evangelista Esq. Date
Commissioner
Department of Licensing and Consumer Affairs

Witness:

[Handwritten signature]

By:

CONTRACTOR

[Handwritten signature] 11-30-2021

Leonie Thomas Date
Owner
Virgin Islands Cleaning Services Enterprise, LLC

(Corporate seal, if Contractor is a corporation)



ADDENDUM I

SCOPE OF WORK

The contractor shall provide the following services:

Daily:

- a. Sweep and mop all office and hallway floors.
- b. Clean and dust partitions/dividers.
- c. Clean all kitchen fixtures and cabinets. (e.g. Microwave, refrigerator, sink, etc.)
- d. Clean all bathroom fixtures and walls. (e.g. Toilet bowls and seat covers, urinals, tank tops, etc.)
- e. Clean inside and outside and dust all windows, shades, and screens once every two (2) weeks.
- f. Clean all glass and mirrors in offices, bathrooms, exit double doors and front/back door entrance.
- g. Dust all furniture: shelves, desk, chairs, and TV in the waiting area.
- h. Sanitize and change all trash can bags.
- i. Replace hand towel, toilet tissue paper, trash bags and soap in each bathroom and kitchen.
- j. Remove and dispose trash in wastebaskets of all offices, conference rooms, lobby, lounge areas, bathrooms, and other rooms.
- k. Provide a continuous supply of cleaning and disinfecting products for building; including, but not limited to toilet paper, hand/paper towel, and liquid hand soap for bathrooms, employee lounge, and any garbage liners for all office area or rooms.

Weekly, in addition to the above:

- a. Clean/wash both interior and exterior glass and windows.

Three Times Weekly, in addition to the above:

- a. Dust and polish all desks, furniture, and equipment surfaces.

Monthly, in addition to the above:

- a. Buffing of all floors.
- b. Clean and sanitize all window blinds and liners.
- c. Clean and sanitize all air conditioning vents.

All the above work should be done before 8:00 AM or after 5:00 PM on Government workdays and be followed-up with a mandatory walk-thru periodically as deemed necessary for compliance with performance.