



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



Executed Letter

February 7, 2022

Bernard Cuffy
Owner
Old Hospital Ground Investments, Inc. dba Carpet Masters
P.O. Box 87
Christiansted, VI 00821

RE: S005DHSC22(CM) Janitorial Services for the Division of Disabilities and Rehabilitation Services for the Department of Human Services #2 Estate Carlton in the St. Croix District during the period of January 3, 2022, through January 2, 2023.

Dear Mr. Cuffy:

Transmitted herewith is the attached fully executed Supply Contract to provide Janitorial Services for the Division of Disabilities and Rehabilitation Services for the Department of Human Services #2 Estate Carlton in the St. Croix District during the period of **January 3, 2022, through January 2, 2023. Old Hospital Ground Investments, Inc. dba Carpet Masters** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (Compensation), Addendum III (General Provisions), Addendum IV (Termination of Contracts), and Addendum V (Provisions from 2 CFR 200 – Appendix II). If **Old Hospital Ground Investment, Inc. dba Carpet Masters** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Anthony D. Thomas
Commissioner

ADT/^{klp}klp/ajl



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)



December 17, 2021

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

RE: Supply Contract—S005DHSC22(CM)

Dear Mr. Cuffy:

Transmitted herewith is proposed Supply Contract for the **Janitorial Services for the Division of Disabilities and Rehabilitation Services for the Department of Human Services #2 Estate Carlton in the St. Croix District** during the period of **January 3, 2021, to January 2, 2023**. The Government has the option to renew this Contract for a period of One (1) Year, in its sole discretion. **Old Hospital Ground Investments, Inc. dba Carpet Masters** will perform the services under this Contract in accordance with Addendum I (Scope of Work), Addendum II (Compensation), Addendum III (General Provisions), and Addendum IV (Termination of Contract) and Provisions from 2 CFR 200 - Appendix II (Addendum V). If **Old Hospital Ground Investments, Inc. dba Carpet Masters**, fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity. Thank you for your usual cooperation.

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

1. Executed and Initialed Supply Contract.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required— blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)

Herewith for execution and return to the Department of Property and Procurement within ten (10) days after the date you receive this award (exclusive of legal holidays) is the proposed Supply Contract to include all applicable Addendum.

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

If you have any questions, please contact Lisa M. Alejandro, Assistant Commissioner of Procurement at 340-774-0828 ext. 4315 or email lisa.alejandro@dpp.vi.gov.

Respectfully,

A handwritten signature in blue ink that reads "Anthony D. Thomas". The signature is fluid and cursive, with the first name "Anthony" being the most prominent.

Anthony D. Thomas
Commissioner

ADT/ajl

DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT
Pursuant to 31 V.I.C § 239(a) 3

This AGREEMENT made this 8th day of February, 2022, for **Janitorial Services for the Division of Disabilities and Rehabilitation Services for the Department of Human Services # 2 Estate Carlton in the St. Croix District** by and between the Government of the Virgin Islands, hereinafter called the “GOVERNMENT”, and **Old Hospital Ground Investments, Inc. dba Carpet Masters**, whose address is **P.O. Box 87 Christiansted, VI 00821** hereinafter called the “CONTRACTOR”,

WITNESSETH:

WHEREAS the Government is in need of a contractor to provide **Janitorial Services for the Division of Disabilities and Rehabilitation Services for the Department of Human Services #2 Estate Carlton in the St. Croix District**; and

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

SECTION 1. That for and in consideration of the price or prices and agreement in Addendum II (Compensation) hereto attached and made a part of this Contract, the said Contractor agrees to **Janitorial Services for the Division of Disabilities & Rehabilitation Services for the Department of Human Services #2 Estate Carlton in the St. Croix District** with the provisions of Addendum I (Scope of Services), Addendum II, (Compensation), Addendum III (General Provisions), Addendum IV (Termination of Contracts), and Addendum V (Provisions from 2 CFR 200 – Appendix II), all attached hereto and made a part hereof.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Addendum II, (Compensation) in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in Addendum II and the General Provisions.

SECTION 3. This Contract shall commence on **January 3, 2022**, and shall terminate on **January 2, 2023**, 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 Contract shall be valid or binding upon the Government unless made in writing and approved by the Government.



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

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

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

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

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

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or 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. The Contractor shall only perform services in accordance with the schedule outlined in Addendum I (Scope of Work) attached hereto and made a part hereof.

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

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

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

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

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

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

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

SECTION 15. **NOTICE OF FEDERAL FUNDING.** Contractor acknowledges that this Contract may be funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

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




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Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS


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By: Anthony D. Thomas 2/8/2022
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement


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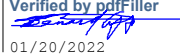
By: Kimberley Causey-Gomez 01.26.2022
Kimberley Causey-Gomez Date
Commissioner
Department of Human services

Witnesses:

CONTRACTOR

Verified by pdfFiller

.....
01/20/2022

Verified by pdfFiller

01/20/2022
By: _____ Date _____
Bernard Cuffy
Owner
Old Hospital Ground Investment, Inc. dba Carpet Masters

(Corporate seal, if Contractor is a corporation)