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**EXERCISE OF RENEWAL OPTION  
GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY & PROCUREMENT**

**CONTRACT NO. G031DPWT24**

**DATED: September 5, 2024**

**EXERCISE OF RENEWAL OPTION**

Contractor	Description of Scope of Work/Services
<b>Virgin Islands Bureau of Corrections</b>	<b>Roadside Maintenance Services</b>

Pursuant to the renewal option provision of Contract No. **G031DPWT24**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Public Works, exercises its option to renew and does hereby renew the aforementioned contract for the period **September 5, 2025**, to **September 4, 2026**, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning to:

The Department of Property and Procurement  
Bldg. #1, Subbase, Third 3<sup>rd</sup> Floor  
St. Thomas, VI 00802

**ACKNOWLEDGMENT & ACCEPTANCE:**

**GOVERNMENT OF THE VIRGIN ISLANDS**



Wynnie Testamark, Director  
Virgin Islands Bureau of Corrections

DATE: 6/27/2025



Derek Gabriel, Commissioner  
Department of Public Works

DATE: 7/17/2025



Lisa M. Alejandro, Commissioner  
Department of Property & Procurement  
Renewal Option to G031DPWT24

DATE: 8/13/2025



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## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made this 5th day of September, 2024 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Public Works and the Virgin Islands Bureau of Corrections, each a "Party" or collectively "Parties," through the Department of Property and Procurement.

### WITNESSETH:

**WHEREAS**, the Government is in need of a Contractor to provide roadside maintenance which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Virgin Islands Bureau of Corrections was selected in accordance with 31 V.I.C. §239(a)[8] because of the allowances in Title 31 V.I.C. §1(b) and Title 5, Subtitle 3, Part III, Chapter 401, §4509(d); and

**WHEREAS**, the Virgin Islands Bureau of Corrections represents that it is willing and capable of providing such services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Virgin Islands Bureau of Corrections will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall terminate one (1) year thereafter. The Government in its sole discretion, shall have the option to renew this MOA for one (1) additional period of one (1) year subject to the same terms noted herein, by providing the Virgin Islands Bureau of Corrections with sixty (60) days written notice of the Government's election to renew.

### 3. COMPENSATION

Department of Public Works, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the Virgin Islands Bureau of Corrections a sum not to exceed **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.



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#### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

#### **5. RECORDS**

The Virgin Islands Bureau of Corrections, when applicable, will present documented precise records of time and/or money expended under this Contract.

#### **6. PROFESSIONAL STANDARDS**

The Virgin Islands Bureau of Corrections agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

#### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above described materials shall not be used by the Virgin Islands Bureau of Corrections or by any other person or entity except upon the written permission of the Government.

#### **8. ASSIGNMENT**

The Virgin Islands Bureau of Corrections shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

#### **9. INDEPENDENT CONTRACTOR**

The Virgin Islands Bureau of Corrections shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

#### **10. GOVERNING LAW**

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

#### **11. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this MOA shall be



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valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### **14. ENTIRE AGREEMENT**

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

#### **15. RIGHT TO WITHHOLD**

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold any payment due to the Virgin Islands Bureau of Corrections, 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 Virgin Islands Bureau of Corrections 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 the Virgin Islands Bureau of Corrections 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.

#### **16. CONDITION PRECEDENT**

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### **17. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on 10 days' written notice to the other party specifying the date of termination.

#### **18. PARTIAL TERMINATION**

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing 10 days' written notice to the Virgin Islands Bureau of Corrections. This partial termination shall be effected by delivering to the Virgin Islands Bureau of Corrections a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which



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such termination becomes effective. The Virgin Islands Bureau of Corrections shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 10-day notice.

## **19. NON-DISCRIMINATION**

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOA on account of race, creed, color, sex, religion, disability or national origin.

## **20. CONFLICT OF INTEREST**

The Virgin Islands Bureau of Corrections covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOA.

## **21. NOTICE**

Any notice required to be given by the Terms of this MOA shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### **GOVERNMENT**

Lisa M. Alejandro  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas U.S. Virgin Islands 00802

Derek Gabriel  
Commissioner  
Department of Public Works  
8244 Sub Base  
St. Thomas, VI 00820

Wynnie Testamark  
Director  
Virgin Islands Bureau of Corrections  
9909 Industrial Park  
Kingshill, VI 00850-9970

## **22. LICENSURE**

The Virgin Islands Bureau of Corrections covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise





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- (b) as required by Title 27 of the Virgin Islands Code; and  
familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

### **23. OTHER PROVISIONS**

Addenda I, II, and III attached hereto are a part of this MOA and are incorporated herein by reference.

### **24. FALSE CLAIMS**

The Virgin Islands Bureau of Corrections warrants that it shall not, with respect to this MOA, 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 claims to be false, fictitious or fraudulent. The Virgin Islands Bureau of Corrections acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

### **25. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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


**{INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW}**



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The parties have hereunto set their hands on the day and year first above written.

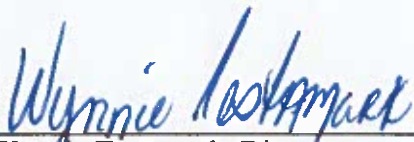
**GOVERNMENT OF THE VIRGIN ISLANDS**

  
Derek Gabriel, Commissioner  
Department of Public Works

Date: 7/15/2024

  
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

Date: 9/5/2024

  
Wynnie Testamark, Director  
Virgin Islands Bureau of Corrections

Date: July 2, 2024

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Sean P. Bailey, AAG Date 9/5/2024  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_

General Contract No. G031DPWT24

Initials: WBT