



Department of Property & Procurement

Government of the United States Virgin Islands

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

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



Executed Letter

March 26, 2021

Mr. Carl Charleswell
Managing Member
Westbay Wholesale, LLC
70 Lindberg Bay 1 & 2
St. Thomas, VI 00804

RE: S022DOEC21 (WWL) Purchase and Delivery of Milk for the Department of Education in the St. Croix District during the period of March 22, 2021 through September 30, 2021.

Dear Mr. Charleswell:

Transmitted herewith is the attached fully executed Renewal Supply Contract (Supply Contract) to provide Purchase and Delivery of Milk for the Department of Education in the St. Croix District during the period of **March 22, 2021 through September 30, 2021**. *Westbay Wholesale, LLC* will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Westbay Wholesale, LLC** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity.

Respectfully,

Dynell R. Williams
Deputy Commissioner of Procurement

DRW/ajl

xc: *Government of the Virgin Islands*
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GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S022DOEC21(WWL)

This AGREEMENT, made this 24th day of March, 20 21
for the Purchase and Delivery of Milk for the Department of Education in the St. Croix
District by and between the Government of the Virgin Islands, hereinafter called the
“GOVERNMENT”, and Westbay Wholesales LLC, whose address is 70 Lindberg Bay 1 & 2
St. Thomas, VI 00804 hereinafter called the “CONTRACTOR”.

WITNESSETH:

For, and in consideration of the acceptance of the Contractor’s proposal, under Invitation for Bids No **IFB046DOEC20(S)** opened on **August 12, 2020** and the award of this contract to the Contractor, notification hereof having been made to the Contractor on **February 24, 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 any or all of the commodities described in the said Invitation for Bids No. **IFB046DOEC20(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 bid. The Advertisement, Invitation for Bids, Scope of Work (Addendum I), General Provisions (Addendum II), Termination of Contracts (Addendum III), Provisions from 2 CFR 200 - Appendix II (Addendum IV), any Supplemental Provisions and Specifications and the Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and the line items as indicated in Addendum I (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.



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SECTION 3. This Contract shall commence on March 22, 2021 and shall terminate on September 30, 2021, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one hundred & ninety-three days 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 articles or commodities 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.



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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. 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. 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 III (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.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS

Manaha K. Phipps

By: Anthony D. Thomas 3/24/2021
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Racquel Berry-Benjamin

By: Racquel Berry-Benjamin 3/24/2021
Racquel Berry-Benjamin Date
Commissioner
Department of Education

Witnesses:

CONTRACTOR

Carl Charleswell

By: Carl Charleswell 3/18/21
Carl Charleswell Date
Managing Member
Westbay Wholesale, LLC

(Corporate seal, if Contractor is a corporation)