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

SUPPLY CONTRACT

No. S63AGVIT20 (WBW)

This AGREEMENT, made this 1st day of October 2020, for the **Purchase and Delivery of Groceries and Meats to various agencies of the Government in the St. Thomas/ St. John District** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and Westbay Wholesale, LLC whose address is **P. O. Box 6031, St. Thomas, Virgin Islands 00804** hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB055GVIT20 (S) opened on August 12, 2020, and the award of this contract to the Contractor, notification hereof having been made to the Contractor on September 21, 2020, 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 commodities described in the said Invitation for Bids No IFB055GVIT20 (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, General Provisions (Addendum II), Termination of Contracts (Addendum III), 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.

SECTION 3. This Contract shall commence on **October 1, 2020** and shall terminate on **September 30, 2021**, unless mutually extended or terminated by the parties. The commodities 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.

ae

SECTION 4. This Contract will remain in force for the full period specified and the commodities 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.

SECTION 9. The Contractor shall only provide commodities 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. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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

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

By: Anthony D. Thomas 10/15/2020
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Witnesses:

.....

CONTRACTOR

By: Carl Charleswell 9/30/20
Carl Charleswell Date
Managing Member
Westbay Wholesale, LLC

ADDENDUM I

Scope of Work

The cost of the awarded items listed below is reflected in Westbay Wholesale, LLC bid package attached to this contract. Westbay Wholesale, LLC. will deliver the following item numbers to the address stated on the approved Purchase Order:

1#, 4#, 5PB, 9*, 11#, 23#, 25#, 26*, 27#, 29*, 30#, 31MA, 32#, 34*, 39#, 40*, 41*, 42#, 43*, 44#, 45#, 48#, 49*, 50#, 52*, 53*, 54*, 55*, 56#, 65*, 68*, 69*, 70*, 73*, 74*, 80*, 83#, 86#, 87#, 89#, 90#, 92#, 93*, 94*, 95*, 96*, 97*, 98*, 99*, 100*, 101*, 102*, 103*, 108*, 110*, 112*, 113#, 114*, 115#, 116*, 118*, 119#, 120*, 121*, 125*, 131*, 132*, 133*, 134*, 135*, 136*, 137*, 137*, 138*, 139*, 140*, 141*, 142*, 144*, 145*, 146*, 147*, 148*, 150#, 151#, 152#, 155MA, 156*, 158#, 161#, 163*, 165#, 166*, 167*, 168#, 169*, 170*, 173#, 174*, 175*, 176#, 178*, 180*, 182*, 183*, 184*, 185*, 186*, 187*, 189#, 191MA, 192*, 193*, 194*, 197*, 198*, 199*, 202MA, 206*, 211*, 212*, 213*, 214#, 215#, 216#, 217#, 218*, 219*, 220#, 224#, 225#, 229*, 230#, 234*, 235#, 248*, 249*, 251*, 252*, 254#, 255#, 260*, 263*, 265*, 267#, 273*, 274*, 276*, 278*, 281#, 283*, 284*, 285*, 287*, 288*, 290*, 292*, 293*, 295#, 296*, 297*, 298*, 301#, 302*, 304#, 321#, 322*, 324#, 325*, 326*, 327*, 328*, 329*, 330#, 333#, 334#, 336#, 337*, 338*, 339*, 340*, 341*, 342*, 343*, 344*, 346*, 347*, 349*, 350*, 351*, 354*, 355*, 357#, 359#, 362#, 363#, 370*, 371*, 374*, 375*, 377*, 379*, 380*, 382#, 383#, 384#, 386*, 387*, 388#, 390*, 391*, 393*, 394#, 395#, 396*, 397#, 398#, 399#, 402#, 404#, 405#, 406*, 407#, 412*, 413*, 414*, 415*, 416*, 417*, 418*, 419*, 420*, 421*, 423*, 424*, 425*, 426*, 427*, 428*, 430*, 431*, 434#, 439*, 441*, 444*, 445*, 446*, 447*, 448#, 449#, 450#, 451*, 452#, 454#, 456#, 457#, 458#, 461#, 462#, 463#, 464#, 466#, 468#, 469#, 474#, 475#, 477#, 478#, 479#, 482#, 486*, 487*, 488*, 489*, 490#, 491*, 497*, 505MA, 511MA, 512MA, 518*, 519*, 520#, 521#

Meaning of Symbols

#	Lowest Bidder
*	Only Bidder
PB	Preferred Bidder
MA	Most Advantageous
BN	Brand Name