

Government of the Virgin Islands
EMERGENCY SUPPLY AGREEMENT

Air Condition Unit (Emergency Services) in the District of St. Thomas, St. John and Water Island – Hurricanes Irma and Maria 2017

THIS AGREEMENT, made this _____ day of _____ 2018, in the Territory of the Virgin Islands of the United States, by and between the Government of the Virgin Islands, acting through its Department of Property and Procurement on behalf of the Office of the Lieutenant Governor (hereinafter referred to as “Government”) and **TEMPAIRE INTERNATIONAL INC.** whose address is 1B Gasverks Gade, St. Thomas Virgin Islands 00803 (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the District of St. Thomas, St. John and Water Island in the Territory of the United States Virgin Islands sustained damage including but not limited to destroyed homes, down trees, broken utility poles, downed utility lines, blocked roadways, power outages, flooding and mudslides from the passage of Category 5 Hurricane Irma (“Hurricane Irma”) on September 6, 2017, and from the passage of Category 5 Hurricane Maria (“Hurricane Maria”) on September 20, 2017; and

WHEREAS, the Territory of the United States Virgin Islands has been declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands; and

WHEREAS, the Government has an immediate need for a contractor to provide emergency repairs to the Office of the Lieutenant Governor air conditioning unit located in the server room that sustained as a result of the passage of Hurricanes Irma and Maria; and

WHEREAS, the Contractor was selected in accordance with the authority in 31 V.I.C § 239 (a)(1); 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 Addendum I, II, and III;

NOW THEREFORE, it is mutually agreed between the Parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this Agreement, the Contractor agrees to address damages to the air conditioning system caused by Hurricanes Irma and Maria, in the Office of the Lieutenant Governor, to wit: Nisky Center. The Contractor shall furnish all necessary supplies to

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Contractor's Initials: TI

provide the services outlined in Addendum I, (Scope of Services) attached hereto and made a part of this Contract.

Section II. The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Services) agrees to pay the Contractor in accordance with invoices submitted and approved by the Office of the Lieutenant Governor, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Agreement.

Section III. This Contract shall commence upon the Governor's signature and shall terminate sixty (60) days thereafter unless mutually extended or terminated by the Parties. The Government shall have the option to renew this Agreement for an additional sixty (60) days on the same terms stated herein by providing the Contractor with 24 hours written notice of its election to renew. 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 IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Services), in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Contract.

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

Section VI. This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor of Virgin Islands of the United States.

Section VII. This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Agreement, are merged herein.

Section VIII. The Contractor shall provide the Government with proof of General Liability Insurance coverage for the entire period of this Contract. The Contractor shall be insured under each policy in an amount of not less than **TEN THOUSAND DOLLARS and ZERO CENTS (\$10,000.00)** for each occurrence. In the event that the Contractor's existing coverage will expire before the end of the term of this Contract, the Contractor shall provide proof of the renewal of coverage within ten (10) days after beginning of the new period of the insurance. The policies shall be maintained with insurer(s) and in a form satisfactory to the Government.

Section IX. The effective date of this Agreement shall be the day of the execution of the Agreement by the Governor of the Virgin Islands of the United States.

Section X. Addenda I, II, and III attached hereto are part of this Agreement and are incorporated herein by reference.

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Contractor's Initials: ★

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

WITNESSES:

Petra Phipps
Solace

[Signature]
[Signature]

Georges Hodge
Date
April 24/2018

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 5/8/18
Date
Osbert Potter,
Lieutenant Governor

[Signature] 5/15/18
Date
Lloyd T. Bough, Jr., Commissioner
Department of Property and Procurement

CONTRACTOR

[Signature]
Joseph Kelly, President
Tempaire International, Inc.

(Corporate seal if Contractor is a Corporation)

APPROVED

[Signature]
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

Date: 05-04-18

Approved for Legal Sufficiency Department of Justice:

By: Carl E. McDonald, Esq.
AAG

Date: 5/21/18