

Government of the Virgin Islands
SUPPLY AGREEMENT

THIS AGREEMENT, made this 15th day of October 2019, 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 **Department of Education** (hereinafter referred to as "Government") and **Varlack Ventures, Inc. d/b/a Lady Venture, Varlack Ventures, Inc. d/b/a Red Hook I, Varlack Ventures, Inc. d/b/a Capital Venture, Varlack Ventures, Inc. d/b/a Venture Pride** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide **inter- island pupil and teacher transportation (ferry) services for the Department of Education in the St. Thomas/St. John District**; and

WHEREAS, the Contractor was selected in accordance with the provisions of 31 V. I. C. § 239 (a) (8); 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, Addendum II, and Addendum III; 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 provide **inter- island pupil and teacher transportation (ferry) services for the Department of Education in the St. Thomas/St. John District**. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I, (Scope of Work) 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 Work) and agrees to pay the Contractor a total amount not to exceed **ONE HUNDRED THIRTY-ONE THOUSAND TEN DOLLARS AND ZERO CENTS (\$131,010.00)** stated in Addendum II (Compensation) attached hereto and made a part of this Agreement.

Section III. This Contract shall commence on October 15, 2019 and shall terminate October 14, 2020 thereafter unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the agreement shall be valid or binding upon the Government unless made in writing and approved by the Government.

Section IV. The Contractor agrees to provide Inter- Island pupil transportation services in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Agreement.

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. The Contractor shall only perform services when directed by the Commissioner of the Department of Education or her authorized representative.

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 **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENT (\$100,000.00)** 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 Commissioner of the Department of Property and Procurement of the Virgin Islands of the United States.

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

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

WITNESSES:

[Signature]
[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature] 11/22/19
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

[Signature]
[Signature]
[Signature]
[Signature]

[Signature] 11/8/19
Racquel Berry-Benjamin Date
Commissioner
Department of Education

[Signature] 11/19/19
Nelson Petty Jr. Date
Commissioner
Department of Public Works

CONTRACTOR

[Signature]
[Signature]

[Signature] 11/6/19
Delrise Varlack Date
Vice President
Varlack Ventures, Inc. d/b/a Lady Venture,
Varlack Ventures, Inc. d/b/a Red Hook I,
Varlack Ventures, Inc. d/b/a Capital Venture, Varlack Ventures, Inc. d/b/a
Venture Pride

(Corporate seal if Contractor is a Corporation)