

# Government of the Virgin Islands

## SUPPLY CONTRACT

THIS AGREEMENT, made this 21<sup>th</sup> day of April, 2020, in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement on behalf of the Department of Human Services (Sugar Estate Complex) (hereinafter referred to as "Government") and MLC Holdings, LLC d/b/a Import Supply, whose address is P.O. Box 302808, St. Thomas, Virgin Islands 00803 (hereinafter referred to as "Contractor"),

### WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide Generator Service and Maintenance to the Department of Human Services (Sugar Estate Complex) on St. Thomas, Virgin Islands; and

WHEREAS, the Contractor was selected in accordance with the authority in Title 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 and II and 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 contract, the Contractor agrees to provide Generator Service and Maintenance to the Department of Human Services (Sugar Estate Complex) on St. Thomas, United States Virgin Islands. The Contractor shall furnish all the 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 full and true satisfactory performance of the services by the contractor described in Addendum I, (Scope of Work), agrees to pay the Contractor in accordance with invoices submitted and approved by the Commissioner of the Department of Human Services, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Contract.

**Section III.** This Contract shall commence upon execution by the Commissioner of the Department of Property and Procurement and shall terminate one (1) year thereafter, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one (1) year with a renewable 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 IV.** The Contractor agrees to provide the services outlined in Addendum I (Scope of Work), 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 Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

**Section VI.** This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Department of Human Services (Sugar Estate) or his authorized representative.

**Section VII.** This Contract 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 Contract, are merged herein.

**Section VIII.** The effective date of this Contract shall be the day of the execution of the Contract by the parties.



**Section VIII.** Contractor shall maintain the following 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.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands on the day and year first above written. This Contract is executed as an original, in the year and day mentioned in the first paragraph.


**WITNESSES:**

  
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**GOVERNMENT OF THE VIRGIN ISLANDS**

  
\_\_\_\_\_  
Anthony D. Thomas  
Commissioner  
Department of Property and Procurement

4/27/2020  
Date

  
\_\_\_\_\_  
Kimberly Causey-Gomez  
Commissioner  
Department of Human Services

04.23.2020  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Mark van den Driessche  
Owner  
MLC Holdings LLC d/b/a Import Supply

20/4/2020  
Date

(Corporate seal if Contractor is a Corporation)

# ADDENDUM I

## (Scope of Work)

### Generator Service: 134KW Onan

MLC Holdings LLC d/b/a Import Supply will provide **monthly** Generator Service and Maintenance to the Department of Human Services (Sugar Estate Complex) ("DHS"). Services will include, where appropriate, the checking of:

- System hours reading,
- Fuel level check of oil,
- Coolant and fuel,
- Inspection of hoses and fuel lines for cracks and leaks,
- Check alternator output voltage,
- Check battery charger output voltage,
- Battery load test and/ or hydrometer check as well as terminal corrosion inspection,
- Inspection of Belts for wear and tension,
- Battery condition,
- Full check of the exhaust system,
- Check of all system gauges,
- Physical condition of transfer switch, and;
- Generator will be started and exercised during inspection.

\*DHS will be advised of any problem areas and/or recommendations as required, and such other services as the DHS and MLC Holdings LLC d/b/a Import Supply may agree upon from time to time.

\*DHS agrees to allow MLC Holdings, LLC d/b/a Import Supply to install, charge, replace or repair all necessary parts to maintain integrity of the generator.

\*DHS will provide MLC Holdings, LLC d/b/a Import Supply with necessary keys or access codes to enter location for service and repair. **In addition:** Inspection and Clean transfer switch, conduct INFRARED Inspection of operating transfer switch and battery negative post, tighten or correct hot spots identified, conduct load test including cold start test.

\*Minor discrepancies found during inspection of the generator will be repair and bill accordingly. MLC Holdings LLC d/b/a Import Supply will notify DHS of any major discrepancies discovered before making repairs. Approval of such repairs **must** be approved prior by DHS.