

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

SUPPLY CONTRACT

No. S53VIPDT20 (OGW)

This AGREEMENT, made this 25th day of JUNE, 2020, to seal hurricane damaged windows for the Virgin Islands Police Department at the Alexander Farrelly Justice Complex located on the St. Thomas, United States Virgin Islands by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and (an individual [X]), (a partnership[]), (joint venture[]),(a corporation []), (Territory of St. Thomas [X]), doing business as Cleon Otto d/b/a Otto's Glass Works whose address is P. O. Box 302430 Thomas, VI 00803 hereinafter called the "CONTRACTOR", Witnesseth:

WHEREAS, the Government is in need of a contractor to seal hurricane damaged windows for the Virgin Islands Police Department at the Alexander Farrelly Justice 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) (3); 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 1. That for and in consideration of the prices and other terms and conditions of this contract, the Contractor agrees to seal hurricane damaged windows for the Virgin Islands Police Department at the Alexander Farrelly Justice Complex. 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 2. 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 Police Commissioner of the Virgin Islands Police Department, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Contract.

SECTION 3. This Contract shall commence upon execution of the Commissioner of Property and Procurement and shall terminate Twenty- Three (23) calendar days thereafter, with no option to renew, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of Twenty-Three (23) calendar days with no renewal option. 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 services 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 services 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 services 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 services 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. 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.

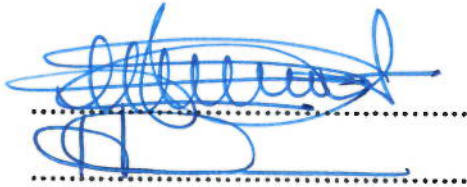
(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in Thirteen (13) counterparts, of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

GOVERNMENT OF THE VIRGIN ISLANDS


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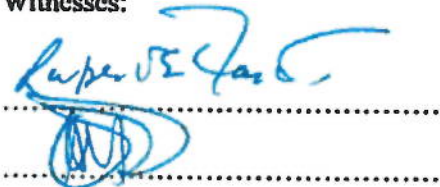
By: Anthony D. Thomas 6/25/2020
Date
Anthony D. Thomas
Commissioner
Department of Property and Procurement


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By: Trevor A. Velinor 6/24/2020
Date
Trevor A. Velinor
Police Commissioner
Virgin Islands Police Department

Witnesses:

CONTRACTOR


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By: Cleon Otto 6/24/2020
Date
Cleon Otto
President
Cleon Otto d/b/a Otto's Glass Works

(Corporate seal, if Contractor is a corporation)