

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

SUPPLY CONTRACT

No. S044DPWT20 (FT)

This AGREEMENT, made this 16 day of September, 2020, to provide beautification of Route 30 on St. Thomas, United States Virgin Islands by and between the Government of the Virgin Islands (Department of Public Works), hereinafter called the "GOVERNMENT", and (an individual []), (a partnership[]), (Limited Liability Company [X]), (a corporation []), (Territory of St. Thomas [X]), doing business as Fabien's Trucking, LLC whose address is P. O. BOX 302942 St. Thomas, VI 00803 hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Request for Proposal No. RFP-039-T-2019 (P), evaluated over the following three (3) dates; October 24, 2019, November 19, 2019, and January 14, 2020, and the award of this contract to the Contractor, notification hereof having been made to the Contractor on March 9, 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 services described in the said Request for Proposal No. RFP-039-T-2019 (P), 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 Compensation (Addendum II). The Advertisement, Request for Proposal, General Provisions (Addendum III) any Supplemental Provisions and Specifications, Termination of Contracts (Addendum IV), and the Purchase Order, including any changes 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 Request for Proposal and the scope of work 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 Request for Proposal and the General Provisions (Addendum III and IV).

SECTION 3. This Contract shall commence upon the execution by the Commissioner of the Department of Property and Procurement and shall terminate two (2) years thereafter, unless mutually extended or terminated by the parties. Scope of Work shall be performed in two (2) phases. Phase I (Cyril E. King Airport to Cancryn Bridge) will be performed in year one (1) and Phase II (Cancryn Bridge to Havensight) will be performed in Year Two (2). 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.


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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.


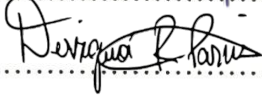
(b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

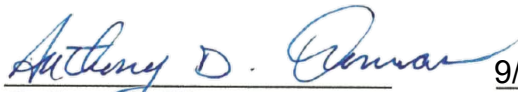
This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in Fifteen (15) counterparts, of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

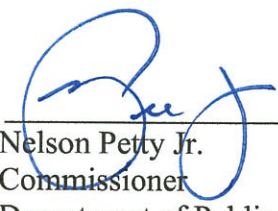
GOVERNMENT OF THE VIRGIN ISLANDS


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By:  9/16/2020
Anthony D. Thomas
Commissioner
Department of Property and Procurement

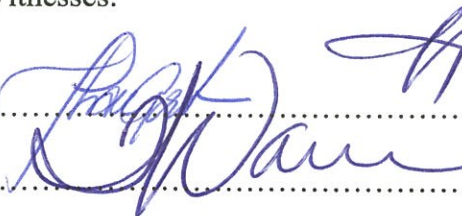

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By:  7/7/2020
Nelson Petty Jr.
Commissioner
Department of Public Works

Witnesses:

CONTRACTOR


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By:  3/17/2020
Royson Fabien
Owner
Fabien's Trucking, LLC

(Corporate seal, if Contractor is a corporation)