



Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.774.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



Executed letter

November 30, 2020

Mr. Raymond N. Sharmouj

Raymond N. Sharmouj d/b/a Cruzan Tires

1 K Little Princess

Christiansted

St. Croix, VI 00820

RE: S005ADPPC21(CT) Purchase and Delivery of Tires and Batteries for the Department of Property and Procurement Virgin Islands Government in the St. Croix District.

Dear Mr. Sharmouj:

Transmitted herewith is the fully executed Supply Contract for Purchase and Delivery of Oils and Lubricants to various Departments in the St. Croix District during the period of **October 1, 2020**, through **September 30, 2021**. ***Raymond N. Sharmouj d/b/a Cruzan Tires*** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). ***Raymond N. Sharmouj d/b/a Cruzan Tires*** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity all documents via email to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement, at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,

Dynell R. Williams

Deputy Commissioner of Procurement

DRW/mth

xc: Department of Property and Procurement Project file
Division of Transportation, Deputy Commissioner



Department of Property & Procurement

Government of the United States Virgin Islands

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November 2, 2020

Mr. Raymond N. Sharmouj
Raymound N. Sharmouj d/b/a Cruzan Tires
1 K Little Princess
Christiansted
St. Croix, VI 00820

RE: Supply Contract—S005ADPPC20(CT)

Dear Mr. Sharmouj:

Transmitted herewith is a Supply Contract for the **Purchase and Delivery of Tires and Batteries for the Department of Property and Procurement in the St. Croix District during the period of October 1, 2020 through September 30, 2021.** Services provided will be made in accordance with the terms and conditions of the contract.

We invite your attention to the General Provisions of said contract particularly to Addendum II concerning default.

Enclosed herewith for your review and signature is one (1) original Supply Contract. Additionally, please be sure to initial all pages of the Contract.

In addition, please provide the following documents to complete your packet:

1. Execute and Initial Supply Contract; Initial all documents in the bottom right hand corner (BLUE INK ONLY).
2. Sign the original contract in the presence of one (1) witness (BLUE INK ONLY).
3. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate).
4. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
5. Sam.Gov Registration
6. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract.
7. Tradename certificate (valid for two years)

Upon receipt of the requested information, please return all documents via email to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,


Anthony D. Thomas
Commissioner *drw*

ADT/drw/mth

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
— 0 —
DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S005ADPPC21(CT)

This AGREEMENT, made this _____ day of _____, 20____
for the Purchase and Delivery of Tires and Batteries for the Department of Property and
Procurement in the St. Croix District by and between the Government of the Virgin Islands,
hereinafter called the "GOVERNMENT", and Raymond N. Sharmouj d/b/a Cruzan Tires whose
address is 1 K Little Princess, St. Croix Christiansted St. Croix, VI 00820 hereinafter called the
"CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. 051DPPC20 (S) opened on September 3, 2020 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on October 1, 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 commodities described in the said Invitation for Bids No. 051DPPC20 (S) 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. The Advertisement, Invitation for Bids, General Provisions (Addendum II), Termination of Contracts (Addendum III), any Supplemental Provisions and Specifications and the Purchase Order, including any change 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 Invitation for Bids and the line items as indicated in Addendum I, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on October 1, 2020 and shall terminate on September 30, 2021 unless mutually extended or terminated by the parties. The services under this contract shall be for a period of **one (1) year** with a renewal 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 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 commodities 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 commodities 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 commodities 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. All quantities listed in this Contract are estimates only. The Government will purchase items based on its actual needs, which may or may not amount to the total estimated quantities. The Contractor shall only fulfill orders in accordance with approved purchase orders issued by the Government.

SECTION 10. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 11. The following insurance coverages are required by Contract and Contractor shall maintain these 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

SECTION 12. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.


This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

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

Witnesses:

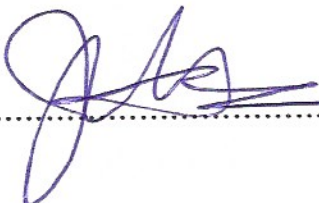
GOVERNMENT OF THE VIRGIN ISLANDS

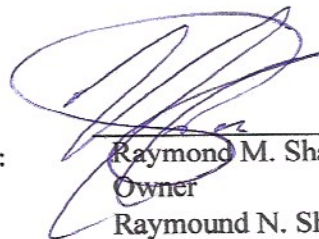

.....

By:  11/25/2020
Anthony D. Thomas Date
Commissioner
Department of Property and Procurement

Witnesses:

CONTRACTOR
Raymond N. Sharmouj d/b/a Cruzan Tires


.....

By:  11/3/20
Raymond M. Sharmouj Date
Owner
Raymond N. Sharmouj d/b/a Cruzan Tires

ADDENDUM I
SCOPE of WORK

The Contractor will provide Tires and Batteries for the Department of Property and Procurement in the St. Croix District as described in the invitation for bid package. Which is attached hereto and made part of this contract.

CONTINUATION SHEET
Supply Contract
Tires and Batteries

Contract, Order, or Invitation No.
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The bidder shall specify a unit and amount price written or printed in ink or typewritten, for each item for which a quantity is given. In case of discrepancy between unit price and total, the unit price shall prevail.

ITEM NO.	SUPPLIES OR SERVICES	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
	Note: Disposal of tires must be included in cost.				
1	Tires, 195 / 60R 15 (Chevrolet Cobalt) P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
2	Tires, 195 / 65R 15 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
3	Tires, 205 / 70R 15 P-Metric MFR.: _____ NO.: _____	40	Ea.	<u>\$80.00</u>	<u>\$3,200.00</u>
4	Tires, 205 / 75R 15, HWY P-Metric MFR.: _____ NO.: _____	50	Ea.	<u>\$76.00</u>	<u>\$3,800.00</u>
5	Tires, 215 / 55R 16 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
6	Tires, 215 / 55R 17 (as used on Chevy Malibu) P- Metric MFR: _____ NO: _____	50	Ea.	<u>\$67.00</u>	<u>\$3,350</u>
7	Tires, 215 / 60R 15 (as used on Chevy Malibu) P-Metric MFR: _____ NO: _____	50	Ea.	<u>\$86.00</u>	<u>\$4,300.00</u>
8	Tires, 215 / 70R 15 (6 Ply), (as used on Lt. Trucks) MFR: _____ NO: _____	60	Ea.	<u>\$104.00</u>	<u>\$6,240.00</u>
9	Tires, 215 / 70R 16 (as used on Mid-size SUVs) P-Metric MFR: _____ NO: _____	40	Ea.	N/A	N/A
10	Tires, 215 / 75R 15 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A

Name of Bidder:

Contract No. S005ADPPC21(CT)

IFB051DPPC20 (S)

Initial 

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11	Tires, 215 / 85R 16 LT 8-ply MFR: _____ NO: _____	85	Ea.	\$125.00	\$6,250.00
12	Tires, 225 / 50R 17 (as used in Chevy Malibu) P-Metric MFR: _____ NO: _____	50	Ea.	\$94.00	\$4,700.00
13	Tires, 235/80R17 P-Metric MFR: _____ NO: _____	50	Ea.	\$93.00	\$4,650.00
14	Tires, 225 / 60R 16 (Impala) P-Metric Equal to: _____ MFR: _____ NO: _____	50	Ea.	N/A	N/A
15	Tires, 225 / 60R 17 (Uplander) P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
16	Tires, 225 / 65R 16 P- Metric MFR: _____ NO: _____	20	Ea.	\$104.00	\$2,080.00
17	Tires, 225 / 65R 17 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
18	Tires, 225 / 70R 15 P-Metric MFR: _____ NO: _____	80	Ea.	N/A	N/A
19	Tires, 225 / 70R 16 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
20	Tires, 225 / 70R 19.5 LT 10 ply Traction MFR: _____ NO: _____	50	Ea.	\$212.00	\$10,600.00
21	Tires, 225 / 75R 15 (Jeep Wrangler) LT 8 ply MFR: _____ NO: _____	30	Ea.	\$93.00	\$2,790.00
22	Tires, 225 / 75R 16 (Chevrolet School Bus) LT 8 ply MFR: _____ NO: _____	50	Ea.	N/A	N/A

Name of Bidder:

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<u>23</u>	Tires, 225 / 75R 16 LT (Remove this line item, duplicate) MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>24</u>	Tires, 225 / 75R 17 (Chevy Silverado Pickup Truck) LT 8 ply MFR: _____ NO: _____	60	Ea.	N/A	N/A
<u>25</u>	Tires, 235 / 55R 18 P-Metric MFR: _____ NO: _____	25	Ea.	\$110.00	\$2,750.00
<u>26</u>	Tires, 235 / 60R 16 P-Metric MFR: _____ NO: _____	100	Ea.	\$93.00	\$9,300.00
<u>27</u>	Tires, 235 / 60R 17 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>28</u>	Tires, 235 / 65R 16 LT 8ply MFR: _____ NO: _____	100	Ea.	\$102.00	\$10,200.00
<u>29</u>	Tires, 235 / 70R 15 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>30</u>	Tires, 235 / 70R 16 P-Metric MFR: _____ NO: _____	90	Ea.	N/A	N/A
<u>31</u>	Tires, 235 / 75R 15 (Chevrolet Colorado) LT 6 ply MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>32</u>	Tires, 235 / 75R 15 LT (Remove this line item, duplicate) MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>33</u>	Tires, 235 / 75R P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>34</u>	Tires, 235 / 75R 17.5 (used for a Flatbed Trailer, Low Boy) LT 8 ply Traction MFR: _____ NO: _____	30	Ea.	\$182.00	\$5,460.00

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35	Tires, 235 / 85R 16 LT (Ford F-350 Lift Truck) LT 10 ply MFR: _____ NO: _____	20	Ea.	N/A	N/A
36	Tires, 235 / 55R 17, (Used on PD ford Escapes) P-Metric MFR: <u>Goodyear Only</u> NO: _____	30	Ea.	N/A	N/A
37	Tires, 235 / 55R 18 P-Metric MFR: _____ NO: _____	25	Ea.	<u>\$100.00</u>	<u>\$2,500.00</u>
38	Tires, 235 / 60R 17 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
39	Tires, 245 / 55R 18 (Ford Police Interceptor Utility) MFR: <u>Goodyear Eagle RSA (No Substitute)</u> NO: _____	450	Ea.	<u>\$113.00</u>	<u>\$50,850.00</u>
40	Tires, 245 / 60R 18 (Lincoln SUV) P-Metric MFR: _____ NO: _____	75	Ea.	N/A	N/A
41	Tires, 245 / 65R 17, (Envoy/Trail Blazer) P-Metric MFR: _____ NO: _____	100	Ea.	<u>\$110.00</u>	<u>\$11,000.00</u>
42	Tires, 255/65R18 P-Metric MFR: _____ NO: _____	100	Ea.	<u>\$189.00</u>	<u>\$18,900.00</u>
43	Tires, 245 / 75R 16 10 PLY (Chevrolet Express Van) LT Similar or equal to: MFR: _____ NO: _____	50	Ea.	N/A	N/A
44	Tires, 245 / 70R 19.5 10 PLY(Wrecker) LT MFR: _____ NO: _____	25	Ea.	N/A	N/A
45	Tires, 245 / 75R 17 LT 10 ply Traction MFR: _____ NO: _____	50	Ea.	N/A	N/A
46	Tires, 255 / 70R 17 P-Metric MFR: _____ NO: _____	40	Ea.	N/A	N/A

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<u>47</u>	Tires, 255 / 70R 22.5, Highway Radial, 1 6-Ply MFR: <u>Michelin XZE No Substitutes</u> NO: _____	200	Ea.	<u>\$285.00</u>	<u>\$57,000.00</u>
<u>48</u>	Tires, 265 / 65R 17 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>49</u>	Tires, 265 / 70R 15 P-Metric MFR: _____ NO: _____	30	Ea.	N/A	N/A
<u>50</u>	Tires, 265 / 70R 16 P-Metric MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>51</u>	Tires, 265 / 70R 17 LT 10 ply A/T MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>52</u>	Tires, 265 / 70R 17 (A/T) (Remove this line item, duplicate) MFR: _____ NO: _____	20	Ea.	N/A	N/A
<u>53</u>	Tires, 265 / 75R 15 P-Metric MFR: _____ NO: _____	30	Ea.	<u>\$149.00</u>	<u>\$4,470.00</u>
<u>54</u>	Tires, 265 / 75R 16 LT, 10-Ply MFR: _____ NO: _____	50	Ea.	N/A	N/A
<u>55</u>	Tires, 275 / 55R 20 P-Metric MFR: _____ NO: _____	30	Ea.	N/A	N/A
<u>56</u>	Tires, 275 / 70R 17 P-Metric MFR: _____ NO: _____	40	Ea.	<u>\$208.00</u>	<u>\$8,320.00</u>
<u>57</u>	Tires, 275 / 70R 22.5 Highway, 16-Ply MFR: <u>Michelin or Goodyear (No Substitutes)</u> NO: _____	200	Ea.	<u>\$345.00</u>	<u>\$69,000.00</u>
<u>58</u>	Tires, 275 / 75R 17 LT (Chevrolet Colorado) 10 ply Traction MFR: _____ NO: _____	50	Ea.	N/A	N/A

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59	Tires, 285 / 70R 17 (Chevrolet Silverado) 10 ply Traction MFR: _____ NO: _____	50	Ea.	N/A	N/A
60	Tires, 385 / 65R 22.5 16 ply Traction MFR: _____ NO: _____	25	Ea.	N/A	N/A
61	Tires, 425 / 65R 22.5 HWY 16 ply MFR: _____ NO: _____	6	Ea.	N/A	N/A
62	Tires, 11R / 22.5 (16 ply) HWY Steel MFR: _____ NO: _____	75	Ea.	N/A	N/A
63	Tires, 11R / 22.5 (16 ply) Traction MFR: _____ NO: _____	75	Ea.	\$335.00	\$25,125.00
64	Tires, 12R x 22.5, Highway, Rear Steel, 18-Ply MFR: _____ NO: _____	25	Ea.	N/A	N/A
65	Tires, 12R x 22.5 Traction, 18-Ply MFR: _____ NO: _____	25	Ea.	\$320.00	\$8,000.00
66	Tires, 1000 x 20 (16 ply), HWY Steel MFR: _____ NO: _____	25	Ea.	\$269.00	\$6,725.00
67	Tires, 900 x 20 (14 ply), HWY MFR: _____ NO: _____	25	Ea.	N/A	N/A
68	Tires, FT 100/90-19-61H (Harley Motorcycle) MFR: _____ NO: _____	10	Ea.	N/A	N/A
69	Tires, FT 100/90-19-57H (Yamaha Motorcycle) MFR: _____ NO: _____	10	Ea.	N/A	N/A
70	Tires, MN 90-19 61 H (Motorcycle) MFR: _____ NO: _____	10	Ea.	N/A	N/A

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		10	Ea	N/A	N/A
71	Tires, MT90-B 16 71H (Motorcycle) MFR: _____ NO: _____				
72	Tires, FT 100/90-19-57H (Motorcycle) MFR: _____ NO: _____				
73	Tires, FT 100/90-15-70H (Motorcycle) MFR: _____ NO: _____				
74	Tires, Police ATV, FT. 80-24 X 9.00/11) MFR: _____ NO: _____				
75	Tires, Police ATV FT. 80-24 X 8.00/12 MFR: _____ NO: _____				
76	Tires, Police ATV, FT. 80-25 X 11/10 MFR: _____ NO: _____				
77	Tires, 700 X 15, 6-Ply, Traction MFR: _____ NO: _____				
78	Tires, 750 X 16, 10-Ply, HWY MFR: _____ NO: _____			\$112.00	\$2,240.00
79	Tires, 750 X 18 (Used for a Tractor) MFR: _____ NO: _____				
80	Tires, 825 X 20, 10-Ply, HWY MFR: _____ NO: _____				
81	Tires, 900 X 20, 10-Ply, HWY MFR: _____ NO: _____				
82	Tires, 950 X 16.5, 8-Ply, HWY MFR: _____ NO: _____				

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83	Tires, 1000 X 16 F2 (Used for a Tractor) 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
84	Tires, 1000 X 20, 14-Ply, HWY MFR: _____ NO: _____	10	Ea.	\$191.00	\$1,910.00
85	Tires, 1100 X 22.5, 18-Ply, HWY (used for a Tractor Head, Low Boy) MFR.: _____ NO: _____	10	Ea.	N/A	N/A
86	Tires, 1300 X 24, 10-Ply, HWY Service MFR.: _____ NO.: _____	20	Ea.	N/A	N/A
87	Tires, 10 X 16.5 (used for a Bobcat Loader) 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
88	Tires, 10.00 / 16 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
89	Tires, 12.16.5 NHS (used for a Back Hoe) 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
90	Tires, 14 / 17.5 18 ply MFR: _____ NO: _____	10	Ea.	\$288.00	\$2,880.00
91	Tires, 14.9 X 24 (used for a Tractor) 18 ply MFR: _____ NO: _____	10	Ea.	\$338.00	\$3,880.00
92	Tires, 14.9 X 28 (used for a Tractor) 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
93	Tires, 15 X 22.5, 14 Ply Traction MFR: _____ NO: _____	10	Ea.	\$628.00	\$6,280.00
94	Tires, 16.9 X 30 (used for a Tractor) 18 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A

Name of Bidder:

Contract No. S005ADPPC21(CT)

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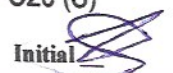
IFB051DPPC20 (S)

Item No.	Description	Quantity	Unit	Unit Price	Total Price
95	Tires, 18.4-34 (used for a Tractor) 18 ply MFR: _____ NO: _____	10	Ea.	\$638.00	\$6,380.00
96	Tires, 19.5 - L - 24 (used for a Back Hoe) 18 ply MFR: _____ NO: _____	25	Ea.	N/A	N/A
97	Tires, 31 X 10, 50R-15 M/S 6 ply MFR: _____ NO: _____	10	Ea.	N/A	N/A
98	Tires, 80-23 X 8.00/11 MFR: _____ NO: _____	10	Ea.	N/A	N/A
99	Tires, B-78-13, Boat Trailer MFR: _____ NO: _____	10	Ea.	\$79.00	\$790.00
100	Tires, 18 X 8.50-8 Traction (Used on a Golf Cart) MUST be approved equal to: Green Saver MFR: _____ NO: _____	20	Ea.	N/A	N/A
101	Tires, 18 X 8.50-8 Turf (Used on a Golf Cart) MUST be approved equal to: Green Saver MFR: _____ NO: _____	20	Ea.	N/A	N/A
102	Tires, Size 4.10 X 3.50-4 MFR: _____ NO: _____	20	Ea.	N/A	N/A
103	Tires, Size 13 X 5.00-6 MFR: _____ NO: _____	20	Ea.	N/A	N/A
104	Tires, Size 13 X 6.50-6 (used on Lawn Mowers) MFR: _____ NO: _____	20	Ea.	N/A	N/A
105	Tires, Size 16 X 6.50-8 (used on Lawn Mowers) MFR: _____ NO: _____	20	Ea.	N/A	N/A
106	Tires, 24 X 12.00-12 (used on Lawn Mowers) MFR: _____ NO: _____	20	Ea.	N/A	N/A

Name of Bidder:

Contract No. S005ADPPC21(CT)

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Tires and Batteries

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107	Tires, ST175 / 80 D.13 MUST be approved equal to: <u>LoadStar</u> MFR: _____ NO: _____	20	Ea.	N/A	N/A
BATTERIES					
108	Battery, 12 Volt, Group 34 (Used in a Chevrolet Impala, Chevrolet Uplander & Jeep Wrangler) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$90.00</u>	<u>\$9,000.00</u>
109	Battery, 12 Volt, Group 47 (Used in a Chevrolet Equinox 2007-2012 & Chevrolet Cruze) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$95.00</u>	<u>\$9,500.00</u>
110	Battery, 12 Volt, Group 48 (Used in a Chevrolet Vehicles: Equinox 2010-2012, Tahoe & Traverse) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$104.00</u>	<u>\$10,400.00</u>
111	Battery, 12 Volt, Group 65 (Used in a Ford Fire Truck) MFR: <u>Motorcraft only</u> NO: _____	50	Ea.	<u>\$100.00</u>	<u>\$5,000.00</u>
112	Battery, 12 Volt, Group 75 (Used in a Chevrolet Vehicles: Equinox 2005-2006, V6 3.4L & Malibu 2002-2007) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$82.00</u>	<u>\$8,200.00</u>
113	Battery, 12 Volt, Group 78 (Used in a GMC Envoy & Chevrolet Trailblazer). ASM CCA 700 (Side Terminal) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$100.00</u>	<u>\$10,000.00</u>
114	Battery, 12 Volt, Group 85 (Used in a Chevrolet Impala 2006-2007, V8 5.3L) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$119.00</u>	<u>\$11,900.00</u>
115	Battery, 12 Volt, Group 86 (Used in a Chevrolet Colorado) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$94.00</u>	<u>\$9,400.00</u>
116	Battery, 12 Volt, Group 90 (Used in a Chevrolet Vehicles: Cobalt, HHR & Malibu 2008-2012) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	<u>\$90.00</u>	<u>\$9,000.00</u>

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IFB051DPPC20 (S)

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Item No.	Description	Quantity	Unit	Unit Price	Total Price
117	Battery, 12 Volt, Group 94R (Used in a Chevrolet Camaro) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	\$103.00	\$10,300.00
118	Battery, 12 Volt, Group 27, Top Terminal Cranking Performance, 860CCA MFR: _____ NO: _____	60	Ea.	N/A	N/A
119	Battery, 12 Volt, Group 31T (Used in Trucks & Tractors) MFR: <u>AC Delco only</u> NO: _____	100	Ea.	\$116.00	\$11,600.00
120	Battery, 12 Volt, Group 35 (Used in Toyota RAV4 1996-2000) MFR: _____ NO: _____	20	Ea.	\$84.00	\$7,680.00
121	Battery, 12 Volt, Group 4D (Used in Vltrn Buses & Heavy Equipmnet) MFR: _____ NO: _____	100	Ea.	\$150.00	\$15,000.00
122	Battery, 12 Volt, Group 4DLT (Used in Heavy Equipment) MFR: _____ NO: _____	100	Ea.	N/A	N/A
123	Battery, 12 Volt, Group 8D, CCA 1300 (Used in Vltrn Bluebird Bus) MFR: _____ NO: _____	30	Ea.	\$ _____	\$ _____
124	Battery, 12 Volt, Group N120 (Used in Farm Tractors & Ford New Holland Tractors) MFR: _____ NO: _____	100	Ea.	N/A	N/A
125	Battery, 12 Volt, Group 10-31S (Used in Chevy Silverado 4500 Diesel 6-6) MFR: <u>AC Delco only</u> NO: _____	50	Ea.	\$176.00	\$8,800.00
126	Battery, 12 Volt, Group 10-31PMF (Used in Ford Grass Tractors & Generators) MFR: _____ NO: _____	50	Ea.	\$74.00	\$3,700.00
127	Battery, Group 931 PMF (Used in Generators) MFR: _____ NO: _____	20	Ea.	NA	N/A
128	Battery, Group 640 RMF MFR: _____ NO: _____	20	Ea.	N/A	N/A

Name of Bidder:

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Item No.	Description	Quantity	Unit	Unit Price	Total Price
129	Battery, Group 1131 MF (New Small VITRAN Buses) MFR: _____ NO: _____	20	Ea.	N/A	N/A
130	Battery, BTX14-BS (Used in Honda TRX300 ATV's) MFR: _____ NO: _____	10	Ea.	N/A	N/A
131	Battery, B16B-A1 (Used in Suzuki Boulevard) MFR: _____ NO: _____	10	Ea.	N/A	N/A
132	Battery, BTX5L-BS (Used in Kymco People) MFR: _____ NO: _____	10	Ea.	N/A	N/A
133	Battery, U1L Battery (Used in Scooters & Lawn Tractors) MFR: _____ NO: _____	10	Ea.	N/A	N/A
134	Battery, ASM CCA 600 (Top Terminal) Part Number: 90-6YR MFR: AC Delco only NO: _____	60	Ea.	\$120.00	\$7,200.00
135	Battery, ASM CCA 615 (Top Terminal) Part Number: 48-6YR MFR: AC Delco only NO: _____	60	Ea.	\$120.00	\$7,200.00
136	Battery, ASM CCA 640 (Top Terminal) Part Number: 85-7YR MFR: AC Delco only NO: _____	60	Ea.	\$100.00	\$6,000.00
137	Battery, 65 Series, CCA 750 (Top Terminal) Part Number: 47-7YR MFR: AC Delco only NO: _____	60	Ea.	\$94.00	\$5,640.00
138	Battery, ASM CCA 660 (Top Terminal) Part Number: 34H6YR MFR: AC Delco NO: _____	60	Ea.	\$92.00	\$5,520.00
139	Battery, ASM CCA 590 (Top Terminal) (Chevrolet Colorado) Part Number: 86-6YR Crew Cab; Battery is encased w/in an active cooling box w/ an air snorkel to the outside of the engine compartment. MFR: AC Delco NO: _____	60	Ea.	\$90.00	\$5,400.00

Name of Bidder: _____

IFB051DPPC20 (S)

Standard Form 86
 November 1949 Edition
 General Services Administration
 Fed. Proc. Reg. (41 CFR) 1-16.107
 Rev. 3-18-08

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Tires and Batteries

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THE FOLLOWING SHALL APPLY ON ITEMS 108-139:
 Cover Case Color: BK/BK Installation Service and disposal of
 and removed item. Positive voltage charge verification on
 installation. Battery must be manufactured in the U.S.A. Battery
 must have endurance characteristics for tropical and hot climate
 areas. Specify _____ All batteries must be
 stamped V.I. GOV in a conspicuous place.

Note: As it is impossible to determine the quantity that will
 be required during the contract period, each bidder will be
 required to furnish all quantities that may be ordered during
 the term of the award.

Name of Bidder:

IFB051DPPC20 (S)

ADDENDUM II

GENERAL PROVISIONS

(SUPPLY CONTRACT)

1. DEFINITIONS

As Used throughout this contract, the following terms shall have the meaning set forth below:

The term "Contracting Officer" means the Commissioner of the Department of Property & Procurement; and the term includes, except as otherwise provided in the contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUALITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specify elsewhere in this contract.

5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest

is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in the contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this

contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government of if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS

(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Government Comptroller of the U. S. Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Government Comptroller of the Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or service fees to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph

(a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such

amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Attorney General. The decision of the Attorney General or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above:- Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ADDENDUM III

TERMINATION OF CONTRACTS

— 0 —

CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
- (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the

- performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.
- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
 - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not

terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
- (ii) the total of —
 - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
 - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
 - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a□d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "end products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) "a domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products;

(i) which are for use outside the United States;

(ii) which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) as to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) as to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

16. OFFICIALS NOT TO BENEFIT

No member of the Legislature, or Delegate to the United States Congress, or official or employee of the Executive Branch of the Government of the Virgin Islands, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ADDENDUM IV

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (SUPPLY CONTRACTS)

1. PREPARATION OF BIDS: (a) Bidders are expected to examine the drawings, specifications, invitations, and all instructions. Failure to do so will be at the bidder's risk. (b) Bids must be in ink or printed on the bid forms furnished herewith. Bids submitted in pencil will be rejected. Bids containing alterations or erasures will be rejected, unless the alteration or erasure is crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid, signed by the bidder explaining the correction of the alteration or erasure. (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Contracting Officer will retain all such proof on file for acceptance of future bids, if requested to do so. (d) The bidder must sign his proposal correctly and in ink. If the proposal is offered by an individual or partnership, his name, office and post office addresses must be shown. If offered by a corporation, the person signing the proposal must give his name, title, and business address. Anyone signing a proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation. (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified. (f) When not otherwise specified, the bidder must state a definite time of proposed delivery. (g) Time, if stated as a number of days will include Sundays and holidays. **2. SUBMISSION OF BIDS:** (a) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Bids shall be submitted so as to be received in the Office of the Contracting Officer not later than the exact time set for opening of bids. To be considered for award, a bid must comply in all material respects with the invitation for bids so that, both as to the method and timeliness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained.

(b) Sample of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the Invitation. (c) In the event no bid is to be submitted, Bidders are advised not to return the Invitation unless otherwise specified. However, a letter or post card shall be sent to the Issuing Office advising whether future invitations for the type of supplies or services covered by the Invitation is desired. Failure to so advise the Issuing Office may be interpreted against the bidder. **3. WITHDRAWAL OF BIDS:** Bids may be withdrawn only by written notice provided that such notice is received prior to the time set for opening of the bid. **4. LATE BIDS:** (a) Bids received at the Office of the Contracting Officer after the precise time set in the Invitation for Bids are late bids. (b) A late bid shall be considered for award only if it is received before award; and either: (i) It was sent by mail including registered or certified for which an official dated post office stamp (*Postmark*) on the envelope has been obtained, and it is determined that the lateness was due solely to a delay in the mails for which the bidder was not responsible; or (ii) If submitted by mail it was received at the Office of the Contracting Officer in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Government. The only evidence acceptable to establish timely receipt at the Office of the Contracting Officer is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U. S. Postal Service. (c) **Hand-Carried Bids:** A late hand-carried bid, or any other late bid not submitted by mail. (d) **Registered Mail:** The time of mailing of a late bid, mailed by registered mail, may be determined by the date of the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes timely mailing. (e) **Certified Mail:** The time of mailing a late bid; mailed by Certified Mail for which a postmarked Receipt for Certified Mail was obtained, shall be deemed to be the last minute of the date shown on the postmark on such receipt where: (i) the Receipt for Certified Mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day of that station; or (ii) an entry in ink on

the Receipt of Certified Mail, showing the time of mailing and the initials of the postal employee receiving the item and making the entry, is appropriately verified in writing by the post office station of mailing in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late. (f) **Metered Mail:** Bids or modifications thereof transmitted in a metered envelope received after the time set for opening will be deemed to have been mailed on the last minute of the day indicated by the metered stamp unless in such event a bidder is able to submit clear and convincing proof as to the actual or approximate time of mailing. **5. IDENTIFICATION OF OFFER:** Bidders shall show brand name, catalog number, model and so forth as applicable on bid form covering the product they are bidding on and propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the Schedule, as a reference, will be supplied. **6. CASH DISCOUNT PROVISIONS:** (a) Discounts offered for a period of less than 20 days will not be considered in making award. Bid offering discounts for payment within periods in excess of twenty (20) days will be evaluated for the purpose of award. (b) In connection with discounts offered, time will be completed from date of acceptance of the supplies by the Government. Provided, however, that the Government is not unreasonably nor unduly negligent in accepting shipment. **7. AWARD OF CONTRACT:** (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. (b) The Government may award items separately or by grouping items in total lots. (c) Bidder acknowledges that all quantities listed on the bid sheet or any awarded contract are estimates and the Government will only purchase items based on its actual needs which may or may not amount to the total estimated quantities. **8. REJECTION OF BIDS:** The Government may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby. **9. PRICES:** (a) All prices bid shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an "escalation clause" will not be considered unless specifically authorized by the Government in the Invitation for Bids. (b) For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control. (c) All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there, tender delivery.

ADDENDUM V
Compensation

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Raymond N. Sharmouj d/b/a Cruzan Tires**. The parties further agree that payments will be made in accordance to the actual work performed.

From: samadmin@sam.gov

Sent: Monday, August 10, 2020 1:46 PM

To: cruzantires@gmail.com

Cc: cruzantires@gmail.com

Subject: Registration Activated for Sharmouj, Raymond / 081357788 / 8BX03 in the U.S. Government's System for Award Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear Raymond Sharmouj,

The registration for Sharmouj, Raymond / 081357788 / 8BX03 is now active in the U.S. Government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2021-08-10 12:47:57.827.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to www.sam.gov and log in.
2. Select Entity Users from the sub-navigation menu on the My SAM page.
3. Select Invite User from the Entity Users menu.
4. Select the desired entity from the Level List.
5. Provide invitee's email address.
6. Assign role(s) to be associated with the user account.
7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at [866-606-8220](tel:866-606-8220) (toll free) or [334-206-7828](tel:334-206-7828) (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,

The System for Award Management (SAM) Administrator

<https://www.sam.gov>



**Government of
The United States Virgin Islands**

-0-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

RENEWAL TRADE NAME REGISTRATION

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor of the United States Virgin Islands, do hereby certify that the Office of the Lieutenant Governor, Division of Corporations and Trademarks, has in its custody the applicable documents seeking for the of the following Trade Name.

Trade Name No.	TN0001831
Trade Name	CRUZAN TIRES
Nature of Business	TIRE SALES
Registrants	Raymond SHARMOUJ
Business Location	1k Little Princess, Christiansted, United States Virgin Islands, 00820, United States
Mailing Address	Same as Physical Address
Original Registration Date	January 17, 2014
Renewal Date	January 17, 2022

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 22nd day of April, 2020.



A handwritten signature in blue ink that reads "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



Patricia E. Knight, CIC, CISR
Senior Sales Executive

March 9, 2020

Raymond Sharmouj DBA Cruzan Tires
3001 Estate Little Princess
Christiansted, VI 00820

RE: Policy Type: General Liability
Company Name: Underwritten by Certain Underwriters at Lloyd's
Policy Number: GLBRT11934
Policy Term: March 17, 2020 to March 17, 2021

Dear Raymond:

Thank you for allowing Marshall & Sterling St. Croix, Inc. the opportunity to assist you with your General Liability insurance.

I am pleased to enclose the above-referenced insurance policy. You should take time to read the policy carefully to be certain that the limits of coverage and terms meet your needs. **In the event of a loss, coverage is controlled by the terms, conditions, limitations and exclusions of the policy.** Please contact me if there is any portion of the policy that you do not understand or if any changes have to be made.

Marshall & Sterling St. Croix, Inc. handles an extensive line of Property, Casualty, Life, Health and Employee Benefits insurance for both individual and business needs. Please contact me for more information.

Sincerely,

Patricia E. Knight

Patricia E. Knight, CIC, CISR
Extension 1624
pknight@marshallsterling.vi
www.marshallsterling.com
kf

Enclosure(s)



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Agent or Coverholder by certain Underwriters at Lloyd's, (such Underwriters being hereinafter called "Underwriters") whose names and the proportions underwritten by them will be supplied on application to the office of said Agent or Coverholder and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly (in accordance with the Several Liability Provision contained in this Certificate), their Executors and Administrators, to insure subject to the terms and conditions contained in or endorsed on this Certificate.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Agent or Coverholder for appropriate alteration.

In the event of a claim under this Certificate, please notify the following Agent or Coverholder:

Marshall & Sterling St. Croix, Inc.
5021 Anchor Way
Gallows Bay
Christiansted, VI 00820

CERTIFICATE PROVISIONS

1. **Countersignature Required.** This Certificate shall not be valid unless signed by the Agent or Coverholder on the attached Declaration Page.
2. **Agent or Coverholder Not Insurer.** The Agent or Coverholder is not an Insurer hereunder and is not liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation by Insured.** This Certificate may be cancelled by the insured at any time at the written request of the insured by written notice and by surrender of the contract of insurance to the agent of Underwriters issuing this Certificate.
4. **Cancellation and Nonrenewal by Underwriters.** This Certificate also may be cancelled with or without the return or tender of the unearned premium, by or on behalf of the Underwriters by actual delivery to the insured or his representative in charge of the subject of insurance or by certified mail to the insured's last known address or as shown Underwriters' on records not less than:
 - a) fifteen days prior to the effective date of cancellation under the following circumstances:
 - i) Non-payment of premium;
 - ii) Discovery of fraud or a material misrepresentation in obtaining the certificate or in the presentation of a claim, or
 - iii) In the case of auto insurance, suspension or revocation, during the period of this Certificate, of the driver's license of the named insured or any other person who customarily operates the automobile insured under this Certificate, or
 - b) thirty days prior to the effective date for non-renewal or cancellation for any other cancellable terms of this Certificate, stating when the non-renewal or cancellation shall be effective.

If the period of time of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
5. **RETURN PREMIUM.** In the event of cancellation, the Underwriters shall refund the paid premium less the earned portion thereof. The earned premium shall be calculated as stated in this Certificate. If this Certificate does not provide for calculation of the earned premium, the following shall apply: (A) if this Certificate is cancelled by the insured, the Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein, in accordance with the Short Rate Cancellation table below and such payment shall be made as soon as practicable; (B) if this Certificate is cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made within thirty (30) days from the date of cancellation.
6. **Service of Suit.** In the event of any litigation arising out of insurance assumed hereunder, Henry L. Feuerzeig, Esq. c/o Dudley, Topper and Feuerzeig, 1000 Frederiksberg Gade, Charlotte Amalie, St Thomas, U.S Virgin Islands 00802 and the Commissioner of Insurance of the United States Virgin Islands and his successors in office are hereby appointed agents to accept service of process for Underwriters.
7. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Agent or Coverholder endorsed hereon.

8. **Insured's Insolvency.** The insolvency or bankruptcy of the insured shall not release Underwriters from their obligations under this Certificate.
9. **Complaints.** If the insured has any complaint concerning this Certificate, please contact the Agent or Coverholder.
10. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

Short Rate Cancellation Table for Term of One Year

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	5%	66 - 69	29%	154 - 156	53%	256 - 260	77%
2	6	70 - 73	30	157 - 160	54	261 - 264	78
3 - 4	7	74 - 76	31	161 - 164	55	265 - 269	79
5 - 6	8	77 - 80	32	165 - 167	56	270 - 273 (9 mos)	80
7 - 8	9	81 - 83	33	168 - 171	57	274 - 278	81
9 - 10	10	84 - 87	34	172 - 175	58	279 - 282	82
11 - 12	11	88 - 91 (3 mos)	35	176 - 178	59	283 - 287	83
13 - 14	12	92 - 94	36	179 - 182 (6 mos)	60	288 - 291	84
15 - 16	13	95 - 98	37	183 - 187	61	292 - 296	85
17 - 18	14	99 - 102	38	188 - 191	62	297 - 301	86
19 - 20	15	103 - 105	39	192 - 196	63	302 - 305 (10 mos)	87
21 - 22	16	106 - 109	40	197 - 200	64	306 - 310	88
23 - 25	17	110 - 113	41	201 - 205	65	311 - 314	89
26 - 29	18	114 - 116	42	206 - 209	66	315 - 319	90
30 - 32 (1 mos)	19	117 - 120	43	210 - 214 (7 mos)	67	320 - 323	91
33 - 36	20	121 - 124 (4 mos)	44	215 - 218	68	324 - 328	92
37 - 40	21	125 - 127	45	219 - 223	69	329 - 332	93
41 - 43	22	128 - 131	46	224 - 228	70	333 - 337 (11 mos)	94
44 - 47	23	132 - 135	47	229 - 232	71	338 - 342	95
48 - 51	24	136 - 138	48	233 - 237	72	343 - 346	96
52 - 54	25	139 - 142	49	238 - 241	73	347 - 351	97
55 - 58	26	143 - 146	50	242 - 246 (8 mos)	74	352 - 355	98
59 - 62 (2 mos)	27	147 - 149	51	247 - 250	75	356 - 360	99
63 - 65	28	150 - 153 (5 mos)	52	251 - 255	76	361 - 365 (12 mos)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the certificate was originally written.
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

ENDORSEMENT "A"

NAME OF ASSURED: **Raymond Sharmouj DBA Cruzan Tires**

FORMS AND ENDORSEMENTS ATTACHED TO AND FORMING PART OF THIS POLICY:

<u>FORM</u>	<u>DESCRIPTION</u>	<u>EDITION</u>
VC-1	Lloyd's Certificate	10/June/10
BRT VIGL 1006	Commercial General Liability Coverage Part Declarations	-----
CG 0001	Commercial General liability Coverage Form	12/04
CG 0001A	Territorial Endorsement/Local Jurisdiction Clause	U.S. V.I.
LMA3100	Sanction Limitation and Exclusion Clause	15/09/10
CNG-E138	Bed Bug, Vermin or Pest Exclusion	04/12
IL 0017	Common Policy Conditions	11/98
CG 0107	Territorial Changes - Amendment	11/85
LSW 1001	Several Liability Notice	01/01/07
NMA 1483	Overseas Jurisdiction Clause	23/7/64
CG 2009	Additional Insured - Owners Lessees Or Contractors Form A	10/93
BRT VIGL 1001	Additional Insured Schedule	-----
CNL-E001	Assault And Battery Exclusion Endorsement	03/05
CNL VI-E002	CGL Blanket Endorsement	12/05
LMA 5390	U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause	09 January 2020
CPSE	Professional Services Exclusion	01/2006
CNG-E003	Mold & Fungus Exclusion Endorsement	12/04
NMA 1191	Radioactive Contamination Exclusion Clause - Physical Damage - Direct	7/5/59
BRT CONT 2021	Stop Gap - Employers Liability Coverage Endorsement - United States Virgin Islands	07/09
-----	Hired & Non-Ownership Liability Declaration	-----
-----	Hired & Non-Ownership Liability Coverage Form	-----

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE AGREEMENTS, CONDITIONS, DECLARATIONS, EXCLUSIONS, LIMITATIONS, OR TERMS OF THE POLICY, EXCEPT AS HEREINABOVE SET FORTH.

THIS ENDORSEMENT IS EFFECTIVE: March 17, 2020 ATTACHED TO AND FORMING PART OF POLICY NUMBER GLBRT11934 ISSUED TO ASSURED NAMED ABOVE.

Marshall & Sterling St. Croix, Inc.
CHRISTIANSTED, VI 00820, U.S. VIRGIN ISLANDS

This Declaration Page is attached to and forms part of Certificate provisions (Form VC-1 LMA3097).

Previous No. GLBRT11250 Contract/Authority Ref. No. NA19MS04 Certificate No. GLBRT11934
B0572NA19MSTT04

Name and address of the Insured:

Raymond Sharmouj DBA Cruzan Tires
3001 Estate Little Princess
Christiansted, VI 00820

Effective from March 17, 2020 to March 17, 2021 both days at 12:01 a.m. standard time.

Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.
Percentage: 100%

Amount	Coverage	Rate	Premium
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Refer to the attached coverage part Declaration where premium is indicated below:

Commercial General Liability Coverage Part			\$5,894.00
Terrorism Coverage (TRIA)			DECLINED
Total			\$5,894.00

Premium shown is payable at inception.

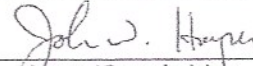
Special conditions: Subject to Forms and Endorsements as per attached endorsement "A".

In the event of a claim, please notify the following:

Marshall & Sterling St. Croix, Inc.
5021 Anchor Way
Gallows Bay
Christiansted, VI 00820

Dated: March 9, 2020
kf

By: Marshall & Sterling St. Croix, Inc.


Agent/Coverholder

ALL PURPOSE ENDORSEMENT #1

The following spaces preceded by an asterisk (*) need to be completed only if this Endorsement is issued subsequent to preparation of the Policy.

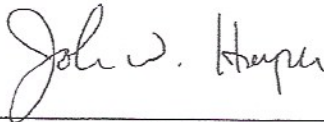
*This Endorsement Effective December 9, 2019	Forms a Part of Policy No. GLBRT11250	Insurer Certain Underwriters at Lloyds BRT
Issued To: Raymond Sharmouj DBA Cruzan Tires 3001 Estate Little Princess Christiansted, VI 00820	Policy Period March 17, 2019 to March 17, 2020	

In consideration of an additional premium of \$27.00, it is understood and agreed that the policy is amended as follows:

The following is hereby added to the Additional Insureds Schedule:

Government of the U.S. Virgin Islands
3276 Estate Richmond
Christiansted, VI 00820

NOTHING CONTAINED HEREIN SHALL BE HELD TO VARY, WAIVE, ALTER OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR DECLARATIONS OF THE ABOVE MENTIONED POLICY OTHER THAN AS ABOVE STATED.



Marshall & Sterling St. Croix, Inc.

December 9, 2019 kw



GOVERNMENT OF

THE UNITED STATES VIRGIN ISLANDS

Date: DECEMBER 04, 2019

Office of the Custodian, Government Insurance Fund

DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer **CRUZAN TIRES**

Has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the Commissioner of Finance and paid the required premium in accordance with the provision of Title 24 Chapter 11, Section 273, of the Virgin Islands Code, and, accordingly is entitled to the rights and benefits of the insurance coverage established by law. The risk of this employer is covered

By policy 7913 for the period from **DECEMBER 04, 2019 TO DECEMBER 31, 2019**

NAME & ADDRESS OF EMPLOYER:

CRUZAN TIRES

1K LITTLE PRINCESSE

CHRISTIANSTED, VI, 00820

A handwritten signature in blue ink, appearing to read "Kirk Callwood".

Kirk Callwood
Commissioner of Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling St. Croix 5021 Anchor Way Gallows Bay Christiansted VI 00820		CONTACT NAME: Kay Willocks PHONE (A/C, No, Ext): (340) 773-2170 E-MAIL ADDRESS: kwillocks@marshallsterling.vi	FAX (A/C, No): (340) 773-9550
INSURED Raymond Sharmouj DBA Cruzan Tires 3001 Estate Little Princess Christiansted VI 00820		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds BRT INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER: CL2022411110

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLBRT11934	03/17/2020	03/17/2021	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED-SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per accident)	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE	\$
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A						AGGREGATE	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insured's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE