

**GOVERNMENT OF THE VIRGIN ISLANDS
EMERGENCY TASK ORDER CONTRACT**

**Territorial and Federal Routes Debris Removal in the District of St. Thomas, St. John & Water
Island**

THIS AGREEMENT, made this 11th day of June, 2021, in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands Department of Property and Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and Vivot Equipment Corporation, whose address is 9010 Estate Cottage, Suite 2, Christiansted, St. Croix VI 00820 (hereinafter referred to as "Contractor"),

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Request for Proposals No. RFP-017-T-2021 (P) evaluated on April 19, 2021, and the award of this Contract to the Contractor, notification hereof having been made to the Contractor on May 5, 2021, 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 prices and other terms and conditions of this Contract, the Contractor agrees to provide Territorial and Federal Routes Debris Removal to the Government. The Contractor shall furnish all necessary supplies to provide the services outlined in the said Request for Proposals No. RFP-017-T-2021 (P) and Addendum I (Scope of work), attached hereto and made a part of this Contract.

SECTION 2. The Government in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay the Contractor in accordance with invoices submitted and approved by the Department of Public Works as set forth in Addendum II (Compensation), attached hereto and made a part of this Contract.

SECTION 3. This Contract shall commence on June 1, 2021 and shall terminate on May 31, 2022, 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. The Contractor shall only perform the services outlined in Addendum I (Scope of Work) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Contract.

SECTION 5. 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 6. 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 7. 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.

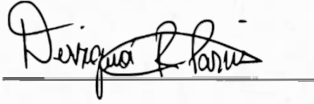
SECTION 8. Either Party may terminate this Contract for cause by providing ten (10) days written notice to the other party specifying the date of termination. The Government may also terminate this Contract for convenience on ten (10) days written notice in accordance with number 12 of Addendum III (General Provisions).

SECTION 9. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

SECTION 10. 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 have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

WITNESSES:



GOVERNMENT OF THE VIRGIN ISLANDS:


_____ 6/11/2021

Anthony D. Thomas
Commissioner
Department of Property and Procurement

Date

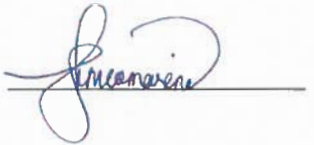



_____ 6/10/2021

Derek Gabriel
Commissioner
Department of Public Works

Date

CONTRACTOR




_____ May 14, 2021

Patrick Vivot
President
Vivot Equipment Corporation

Date

(Corporate Seal if Contractor is a Corporation)