



# 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  
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## GOVERNMENT OF THE VIRGIN ISLANDS TASK ORDER CONTRACT

### Provide Emergency Roof Repairs on the island of St. Croix, USVI

This Agreement made this 30<sup>th</sup> day of August, 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 **Department of Public Works** (hereinafter referred to as "Government") and **Polaris USVI, LLC**, whose address is 6035 Estate Castle Coakley Christiansted, VI 00820 (hereinafter referred to as "Contractor"),

#### WITNESSETH:

**WHEREAS**, the Government is in need of a contractor to provide **Emergency Roof Repairs on the island of St. Croix, U.S. Virgin Islands**; and

**WHEREAS**, the Contractor was selected in accordance with RFP-009-C-2021(P); and

**WHEREAS**, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II; it is mutually agreed between the Parties as follows:

**Section I.** That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to provide **Emergency Roof Repairs on the island of St. Croix, U.S. Virgin Islands** to the Government. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), attached hereto and made a part of this Agreement.

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

**Section III.** This Contract shall commence on June 1, 2021, and shall terminate on May 31, 2022, unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

**Section IV.** The Contractor agrees to provide the services outlined in Addendum I (Scope of Services) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Agreement.

**Section V.** This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

AT

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**Section VI.** This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Public Works or authorized representative.

**Section VII.** This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

**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:**

Marsha K. Phillips  
Derrisa F. Harris

Anthony D. Thomas 8/30/2021

Anthony D. Thomas Date  
Commissioner  
Department of Property and Procurement

Kurtel  
Stephan

Derek A. Gabriel 8/27/2021

Derek A. Gabriel Date  
Commissioner  
Department of Public Works

Anthony Iwu  
ANTHONY IWU

**CONTRACTOR**

Anthony Iwu

08/26/2021

Anthony Iwu Date  
Director of Caribbean Operations  
Polaris USVI, LLC

Date

(Corporate Seal if Contractor is a Corporation)



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## ADDENDUM I

### Scope of Work

#### 1. GENERAL

The purpose of this contract is to provide emergency roof repairs to residential, non-profit and government owned or operated structures in the territories of the United States Virgin Islands, which have been declared under a state of emergency or declared a disaster area by the Governor of the United States Virgin Islands.

The Contractor shall provide supervision, lab, equipment, and materials (except as listed in Paragraph 4 below) necessary to make emergency roof repairs on structure. Work shall commence within twelve (12) hours of receipt of a job order and shall continue at the minimum rate of five thousand (5,000) square feet per day until the job order is completed. Liquidated damages of \$100.00 will be assessed if, upon completion of each job order, the Contractor has failed to maintain an average daily production of five thousand (5,000) square feet. However, the Contractor will not be penalized if sufficient job orders are not given to him in a timely manner to satisfy the daily production rate.

The Contractor shall commence work within twelve (12) hours of receiving a job order and complete the order within the number of days obtained by dividing the total square feet of repairs performed under the order by five thousand (5,000).

(For example, 100,000 square feet of repairs/5,000 square feet per day = 20 days.)

Work shall be performed within the United States Virgin Islands during the hour of 7:00 a.m. and 7:00 p.m., seven (7) days per week until all job orders are satisfactorily completed.

The Contractor shall provide and maintain work environments and procedures, which will:

- A. Safeguard the public and government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; and
- B. Avoid interruptions of Government operations delays in project completion dates.

The Contractor shall provide appropriate safety barricades and signs. The Contractor shall ensure that any additional measures the Government determines to be reasonably necessary for the purposes are taken.

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Whenever the Government becomes aware of any noncompliance with these requirements or any condition in this Contract which poses a serious or imminent danger to health or safety of the public of Government personnel, the Government shall notify the Contractor or the Contractor's representative orally, followed with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Government may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work under this clause.

## 2. RIGHT-OF-ENTRY FORM

The Department of Public Works will be responsible for collecting completed right-of-entry (ROE) forms from the property owner and will deliver the completed ROE form to the Contractor. The ROE form will serve as a job order for the purposes of this contract. The Contractor **must** obtain a signed ROE form prior to performing any work on the property. If the ROE form is not a multi-part form, the Government will provide one copy of the form to the Contractor. The Contractor shall be responsible for reproducing copies for the Contractor's use. The Contractor shall deliver the actual multi-part representative on a daily basis. The Government will not pay for any repairs to any property for which the Contractor has not obtained and delivered a completed right-of-entry form.

Each completed ROE form delivered to the Contractor by the Government will contain an estimate of the materials required to perform the emergency roof repair. The estimated quantity would be used to issue government furnished plastic sheeting to the Contractor. Any significant difference in the amount of material installed must be justified by the Contractor and approved for payment by the Department of Public Works. The Government will not pay for any repairs on property for which the Government did not supply the Contractor with a ROE form.

The right-of-entry shall be for the sole purpose of performing emergency roof repairs. The Contractor shall not make any representations to the homeowner or agent for the property that would tend to lead the homeowner or agent for the property to assume that the Contractor has been authorized by the Government to perform other kinds of repair work. Contractor's personnel shall not enter other parts of the property without first obtaining permission from the homeowner or agent for the property.

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The Contractor shall preserve and protect all structures, equipment, and vegetation (i.e., trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on the adjacent property of a third part., the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Government may have the necessary work performed and charge the cost to the Contractor.

### 3. CONTRACTOR MATERIALS

The Contractor shall furnish the following:

**Structural-use Panels.** In addition to plywood, a number of other panels products have been developed for use in sheathing. These newer products include composite panels, wafer board, oriented strand board, and structural particleboard. Structural-use panels are the term that is commonly used to refer collectively to these new products as well as plywood. Structural-use panels should be stamped with a grade-trademark, by the American Plywood Association (APA). C-C EXTERIOR, APA (plywood grade for unsanded sheathing grade for roof applications) should be the plywood grade used. Non-veneer panels will not have veneer grades (e.g., C-C) but shall be marked for exterior use. Plywood with dimensional properties (e.g., oriented strand board) are normally used in the strong direction (long dimensional of the panel perpendicular to the supports). The thickness of the treated structural-use panel should be in accordance with the local code for roof sheathing (5/8" minimum). The standard size of structural-use panel is 4ft x 8ft.

**Furring Strips.** Shall be 1" x 2" pressure treated strips.

**Fasteners.** Galvanized steel 8D nails shall be used when placing structural-use panels, and galvanized steel 16D when placing furring strips. Galvanized self-tapping No. 10 screws 2½ inches long, with gimlet point should only be used when it becomes necessary to anchor a furring strip directly to corrugated roofing where there is not an existing rafter underneath to anchor into. All fasteners shall be installed every twenty-four (24) inches on center along the panel or furring strip.

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Corrugated roofs may require 3½ inch fasteners. The Contractor shall furnish and install fasteners of sufficient length to ensure a good connection.

**2 x 4 Joists.** Joists shall be structural lumber stamped with a grade trademark, or certificate of inspection issued a lumber grading or inspection bureau or agency recognized as being competent.

**Butyl Rubber Roofing Tape.** Synthetic rubber adhesive with polypropylene film liner shall be waterproof and weatherproof capable of withstanding temperatures of 35°F to 180°F. Any other equivalent tape may be used after approval from an authorized government representative. This tape shall be used as specified in Paragraph 5.

**NOTE.** All Contractors furnished materials shall conform to local building codes.

## 4. GOVERNMENT FURNISHED MATERIALS

The Government will furnish plastic sheeting in the preferred 20' x 10' rolls or any other available size. The plastic sheeting will be issued by a government representative from the government's stockpile, the location of which will be made known at the mandatory Contractor meeting held at the Department of Public Works. The issued amount of plastic will be based on the estimated square footage noted on the ROE form issued to the Contractor. The Contractor shall keep a daily log of materials used each day. The log shall contain cumulative totals for sheeting received, used and remaining. The Contractor is responsible for transporting, storing, and protecting all sheeting issued to the Contractor.

At the end of the Emergency Roof Repair Program, the Contractor shall return all scraps of plastic sheeting larger than fifty (5) square feet to a location specified by the Department of Public Works. The scraps of plastic sheeting must be in suitable condition for redistribution to residents to protect their belongings (e.g., clothing, furniture, appliances.)

## 5. EXECUTION

The Contractor shall coordinate all work through the Department of Public Works. All structures shall be visibly inspected by an authorized Government representative prior to commencement of work. Structures with fifty percent (50%) or more of the roof rafters are missing, will be considered beyond repair. Work will not be permitted on any structure that is deemed beyond repair, unsafe, uninhabitable, or damaged beyond the limits of an emergency repair unless specifically authorized by the Government.

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The Contractor shall attach the plastic sheeting directly to the remaining roof framework. Plastic sheeting may be attached directly to roof joints if decking is not present, provided that area of missing decking does not exceed twenty (20) square feet. In areas where the missing decking exceeds twenty (20) feet, the Contractor shall install new structural-use panels prior to installing plastic sheeting. If the building has fifty percent (50%) or less of its decking missing, the Contractor shall install structural-use panels and 3x4s, as required, as specified in Paragraph 3, before proceeding with the plastic sheeting. The plastic sheeting shall be stretched taut and secured with furring strips, which shall be installed around the perimeter of the roof. Intermediate furring strips shall be run continuously from the top to the bottom of the repair. Spacing between intermediate furring strips shall not exceed six (6) feet. Along all edges, the furring strip fasteners shall be spaced no more than twenty-four (24) inches apart. Contractor shall install fasteners along the top of the truss or faster. If joists are missing or damaged beyond safe use, the Contractor shall replace as necessary.

Work will not be permitted on any rubber membrane covered roof unless specifically directed by an authorized government's representative. Every roof has its own specific drainage requirements; the Contractor shall assure proper drainage is provided when installing the plastic sheeting. Proper drainage is very important for the performance and extended life of plastic sheeting. Water pooled on a roof induces breeding of mosquitoes and other pests and poses a serious threat of damage to the structure and its contents in the event of ruptures in the plastic sheeting or overloading.

Plastic sheeting shall be closely fitted around the pipes, conduits, and other protrusions. Areas surrounding protrusions shall be made damp proof by using small pieces of plastic to form a collar and taping them with butyl rubber roofing tape (see Paragraph 3) for sealing. Any punctures or small tears are to be repaired using butyl rubber footage roofing tape.

**Metal, Corrugated Metal Roofing.** When working on this type of roof system, the placing of the furring strips shall be done over the existing rafters or nailing lines. Contractor shall avoid placing the furring strips on the open metal roofing since wind action will ultimately loosen the nails and furring strips and create leaks. The placing of the furring strips nailing the existing rafters or nailing lines will avoid "warping" of the furring strips since the nail connection on tip of the rafter will provide a good penetration to both pieces. When no rafters are present, galvanized screws as specified in Paragraph 3 should be on the open metal area. Remove damaged portions of metal roofing to allow installation of the new plywood rafters.

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**Joist/Planking Roofing/Roofing Shingles.** When working on this type of roofing system, care must be taken to assure adequate strength and soundness of the existing deck. Contractor shall place the furring strips along the existing rafters or lines.

The Contractor shall be responsible for any property damage caused by the Contractor's personnel or equipment. Damage shall be repaired at no cost to the Government or any third party.

## 6. INSPECTION & ACCEPTANCE

The Government may inspect the work as the Contractor progresses and reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until the Contractor has satisfactorily completed repairs immediately upon request and the original ROE forms have been returned with comments to the Department of Public Works.

## 7. PAYMENT

Contractor shall charge the Department of Public Works for plastic sheeting based on the area of roof covered in square feet. This item includes all costs associated with the installation of plastic sheeting including fasteners and butyl rubber roofing tape. Contractor must install Government furnished plastic sheeting (tarpaulin) in accordance with specifications.

Contractor shall charge the Department of Public Works for plastic sheeting based on the area of roof covered in square feet. This item includes all costs associated with furnishing and installing structural-use panels. Contractor must furnish and install structural-use panels (plywood) in accordance with specifications.

Contractor shall charge the Department of Public Works for 2x4 joists based on the linear foot of 2x4s installed. This item includes all costs associated with furnishing and installing 2x4 joists. Contractor must furnish and install 2x4 joists in accordance with IAW specifications.

Contractor is instructed to submit to the Commissioner of Public Works a detailed invoice that must include, but is not limited to:

1. Contractor name, physical and mailing address, telephone number, and tax identification number;
2. Contract number;
3. Amount to be paid to Contractor; and
4. Period for which services were rendered; days worked; number of units serviced



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Contractor must submit invoices indicating total square feet of plastic sheeting, structural-use panels, and 2x4 joists, if applicable, for each individual ROE form and attach copies of the appropriate ROE forms to the invoice.

## SAMPLE INVOICE

ABC Construction, Inc.

Contract No.: S012DPW20

#123 Estate Anna's Hope

Period: 7/15/2000-8/15/2000

P.O. Box 987 Kingshill, VI 00851

(340) 555-0123

Tax ID: 66-9999999

Item No.	ROE No.	Tarpaulin		Plywood		2x4 Lumber		Total Cost
		sq. ft.	cost	sq. ft.	cost	sq. ft.	cost	
1	065B	2,654	\$2,123.20					\$2,123.20
2	0769A	1,200	\$960.00	24	\$46.32			\$1,006.32
3	1022B	698	\$558.40					\$ 558.40
<b>TOTAL DUE</b>								<b>\$3,687.92</b>

\*I certify that the above information is true and correct. \*

\_\_\_\_\_  
John Smith, President

\_\_\_\_\_  
Date

S052EDPWC21(PUSVIL)

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Initials \_\_\_\_\_

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ABC Construction, Inc.

## 8. INSURANCE

The Contractor shall maintain, on his own, Workmen's Compensation Insurance, Comprehensive General Liability Insurance against bodily injury with limits of \$500,000.00 and against property damage with limits of \$500,000.00 the cost of which shall be borne by the Contractor and maintained fully during the term of the contract.

A copy of the insurance listed herein shall be filed with the Department of Property and Procurement, 3274 Estate Richmond, Christiansted, St. Croix, U.S. Virgin Islands.

The Contractor shall be liable for loss or damage to property of persons; however, in no case shall such negligence be presumed or inferred.

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## ADDENDUM II 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, Polaris USVI, LLC the parties further agree that payments will be made in accordance to actual work performed.

### AWARDED:

#### EMERGENCY ROOF REPAIRS

DESCRIPTION	Government of the Virgin Islands' Negotiated Rate	Cutting Edge Construction Inc's Proposed Rate
Install Plastic Sheeting	\$1.75	\$5.00
Furnish and Install Structural-Use Panel (Plywood)	\$5.00	\$6.50
Furnish and Install 2x4 Lumber	\$3.00	\$15.00

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## ADDENDUM III

### (GENERAL PROVISIONS) \* Federally Funded/Declared Disaster

#### 1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of

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September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 2. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Labor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



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(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

#### Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the Department of Planning and Natural Resources (DPNR) understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the DPNR and understands and agrees that the DPNR will, in turn, report each violation as required to assure notification to the Government, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

### 4. SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

# Department of Property & Procurement

Government of the United States Virgin Islands

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(3) This certification is a material representation of fact relied upon by the Government. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 5. BYRD ANTI-LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Government.

## 6. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 7. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities,

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obligations and all local and federal taxes of Contractor, including but not limited to unemployment insurance, income taxes, gross receipt taxes and social security taxes for Contractor, its servants, agents or independent contractors.

## 8. ACCESS TO RECORDS

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the Government, the Federal Emergency Management Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Federal Emergency Management Agency Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

## 9. DEPARTMENT OF HOMELAND SECURITY TERMS & CONDITIONS

The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of Department of Homeland Security agency officials without specific Federal Emergency Management pre- approval. Federal Emergency Management Agency financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, Federal Emergency Management Agency policies, procedures, and directives. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## 10. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not subcontract or assign any part of the services under this Agreement without the prior written approval of the Government. The Contractor shall not subcontract any portion of this Contract unless said subcontracting was included in Contractor's proposal and accepted by the Government. Contractor shall execute written contracts with its subcontractors and incorporate all terms and conditions hereunder in said subcontracts. The Contractor shall be solely responsible for paying each Subcontractor for services, equipment, material or supplies in said subcontracts.

## 11. INDEMNIFICATION



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Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## 12. TERMINATION

The Government shall have the right to terminate this Contract for cause or for convenience on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

## 13. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

**Anthony D. Thomas**

Commissioner

Department of Property and Procurement

3274 Estate Richmond

St. Croix, Virgin Islands 00820

**Derek A. Gabriel**

Commissioner

Department of Public Works

6002 Estate Annas Hope

Christiansted, VI 00820

### CONTRACTOR

**Anthony Iwu**

Director of Caribbean Operations

Polaris, LLC

6035 Estate Castle Coakley

Christiansted, VI 00820



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## 14. REMEDIES

If work under this Contract is not performed in accordance with the terms hereof, and in any and all other instances where Contractor violates or breaches a term or provision of this Contract, the Government shall possess the remedy right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising there from, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

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## Certification for Contracts, Grants, Loans, and Cooperative Agreements

**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned Polaris USVI, LLC, certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Polaris USVI, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Anthony Iwu, Director - Caribbean Operations

Name and Title of Contractor's Authorized Official

08/26/2021

Date