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**AMENDMENT No. 1 OF
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT made as of the 17th day of November, 2023 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **VIRGIN ISLANDS BUREAU OF CORRECTIONS** (hereinafter referred to as "Government") and **WEST BAY WHOLESALE, LLC.**, whose address 70 Lindberg Bay, Air Cargo Bldg, Bays 1 and 2 Charlotte Amalie, St. Thomas, VI 00802 (hereinafter referred to as "Contractor").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. **P108BOCT22**, approved by the Commissioner of Property and Procurement on June 14, 2022, and its Renewal, pursuant to Contract No. **P108BOCT22**, approved by the Commissioner of Property and Procurement on November 16, 2022 (which constitutes and is hereinafter referred to as the "Contract"), the Government contracted with Contractor to manage a food services program for Alexander A. Farrelly Criminal Justice Complex on St. Croix; and

WHEREAS, the Contract expires pursuant to its terms on **November 19, 2023**; and

WHEREAS, the parties desire to amend the Contract, to extend its term by three year (3) years, by adding One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to the compensation and adjusting the payment under Addendum II; and

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Contract is hereby amended and its term extended by (3) three years by deleting all existing language contained in Paragraph 2 and replacing it with new language as follows:

"The term of this Contract shall be from November 19, 2021, to November 19, 2026. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the term set out herein. The Government, in its sole discretion, shall have the option to renew this contract for one (1) additional period of one (1) year, subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew."



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2. Paragraph No. 3 – Compensation is hereby amended by increasing the compensation by One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) for a total amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), deleting all existing language contained therein and replacing it with language as follows:

"The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), in accordance with the provisions set forth in 1st Amended Addendum II (1st Amended Compensation), attached hereto and made a part of this Contract."

3. Addenda II of the Contract is revised by deleting all terms contained therein and inserting in lieu thereof all the terms contained in 1st Amended Addenda II.
4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.
6. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

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



IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

Wynnie Testamark
Wynnie Testamark, Director
Bureau of Corrections

11/17/2023
Date

[Signature]

[Signature]
Lisa M. Alejandro, Commissioner
Department of Property & Procurement

11/17/2023
Date

WEST BAY WHOLESALE, LLC

[Signature]

Carl Charleswell
Carl Charles
Managing Member

11/17/23
Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: /s/ Ian Stephen Anthony Christ, Esq. Date 11/17/23
ASSISTANT ATTORNEY GENERAL

PURCHASE ORDER NO. _____

1st Amended Addendum II

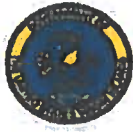


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**1st Amended Addendum II
(1st Amended Compensation)**

In consideration of the satisfactory services to be performed by the Contractor in accordance with the provisions of Addendum I (Scope of Services) and upon presentation of invoices, the Government agrees to pay the Contractor an amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) for services rendered in accordance with the following:

1. Storage Cost, Location, and Transportation of Supplies
 - a. The monthly cost for the food services program is \$4,166. That cost includes delivery, transport, and storage of food items and supplies from the location identified in Addendum I to the Alexander A. Farrelly Criminal Justice Complex.
2. The Contractor shall submit an original invoice (electronic or hard copy) to the address designated in the Contract.
 - a. An invoice must include:
 - i. Name and address of the Contractor;
 - ii. Invoice date and number;
 - iii. Detailed description of item, service or deliverable and amount being billed in accordance with Addendum I (Scope of Services), 1st Amended Addendum II (1st Amended Compensation); and
 - iv. Name and address of official to whom payment is to be addressed.
3. Monthly invoices are due upon the completion of any deliverable and must be delivered to the Government no later than the 5th day of the following month; and be accompanied by supporting documentation.
4. During the term of the Contract, the Government shall request the services of the Contractor based on the deliverables outlined in Addendum I (Scope of Services). All invoices shall be subject to review and approval by the Government. Upon review of an invoice, the Government may request additional supporting documentation from the Contractor. The Government shall use its best efforts to pay the invoice in full or give a written explanation for non-payment of any contested portions of the invoice within 30 days of receipt. Failure of the government, despite its best efforts, to respond to an invoice within 30 days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires the Contractor's services.



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5. Invoices may be mailed to billing@voc.vi.gov or:

**ATTN: Billing and Accounting
Virgin Islands Bureau of Corrections
Government of the Virgin Islands
Bureau of Corrections
Rural Route 1, Box 9955
Kingshill, VI 00850-9715**

Amendment No.1 to
Contract No. P108BOCT22

Initials: Ca

Funding Source



GOVERNMENT OF THE
**VIRGIN ISLANDS OF THE
UNITED STATES**
ST. THOMAS, VIRGIN ISLANDS

PURCHASE ORDER

DATE: 09/08/2023 PAGE: 1 OF 1

PURCHASE ORDER NUMBER: 00019926

REQUISITION NUMBER: 27030

SHIP TO: BOC ST. CROIX
BUREAU OF CORRECTIONS STC
RURAL ROUTE 1 - BOX 9955
KINGSHILL
ST. CROIX, VI 00850-9715
340-773-0295

BILL TO: BOC ST. CROIX
BUREAU OF CORRECTIONS
ALEXANDER FARELY CRIMINAL
JUSTICE COMPLEX 3RD FLOOR
ST. THOMAS, VI 00802
340-773-0295

THIS PURCHASE ORDER IS ONLY VALID FOR NINETY (90) DAYS FROM DATE SPECIFIED ABOVE

THE PRICE ON THIS PURCHASE ORDER IS FIXED AND SHOULD NOT CHANGE WITHOUT ADVANCE WRITTEN CONSENT

VENDOR: WEST BAY WHOLESALE, LLC.
P.O. BOX 610
ST THOMAS, VI 00804

VENDOR REMIT

60352

VENDOR CONTACT MR.CHARLESWELL
340-24-4-88

DELIVERY TERMS:

PAYMENT DUE 0 DAYS FROM INVOICE

Item#	Description/Part No.	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading TO ENCUMBER FUNDS FOR ADMENDMENT TO CONTRACT #P108BOCT22 TO MANAGE A FOOD SERVICE PROGRAM FOR THE BUREAU OF CORRECTIONS, STT. 00151004 - 534000	EACH	\$50,000.00	1	\$50,000.00
	50,000.00				
Order Total					50,000.00

Purchase Order Authorization

Wynnie Leotamark
Department or Agency Certifying Officer

[Signature]
Department of Property & Procurement Purchasing or Contracting Officer

Original Contract



**EXERCISE OF RENEWAL OPTION
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS**

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: P108BOCT22

DATED: June 14, 2022

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
West Bay Wholesale, LLC	Store, deliver, and manage food items for the food services program at the Alexander A. Farrelly Justice Complex on St. Thomas.

Pursuant to the renewal option provision of Contract No. P108BOCT22, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Bureau of Corrections, exercises its option to renew the aforementioned contract for the period November 20, 2022, to November 19, 2023, at the stipulated cost therein.

The contract was executed on June 14, 2022, and covers services between November 19, 2021, and November 18, 2022. All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement
3274 Richmond
Christiansted, VI 00820

ACKNOWLEDGMENT & ACCEPTANCE:

Carl Charleswell
Carl Charleswell, Managing Member
West Bay Wholesale, LLC

DATE: 9/20/22

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property & Procurement

GOVERNMENT OF THE VIRGIN ISLANDS

Wynnie Testamark
Wynnie Testamark, Director
Bureau of Corrections

DATE: 11/9/2022

DATE: 11/16/2022



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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 14th day of June, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Bureau of Corrections (hereinafter referred to as "Government") and West Bay Wholesale, LLC (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to manage a food services program for the Alexander A. Farrelly Criminal Justice Complex on St. Thomas, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8); and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the compensation and mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services), attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The term of this Contract shall be from November 19, 2021 to November 18, 2022. Upon the date of execution by the Commissioner of the Department of Property and Procurement, the Contract shall become effective for the term set out herein. The Government in its sole discretion shall have the option to renew this Contract for a period of one additional year, subject to the same terms noted herein, by providing the Contractor with a 30 days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) during the term of the contract in accordance with the provisions set forth in Addendum II (Compensation), attached hereto and made a part of this contract.

Contract No. P108BOCT22

Contractor's Initials: W



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4. RECORDS

The Contractor, when applicable, will present documented precise records of time and/or money expended under this Contract.

5. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

6. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

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 or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations, and taxes of Contractor of whatsoever nature, including, but not limited to, unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

8. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

9. INDEMNIFICATION

To the extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including attorney's fees) and causes of action of whatsoever character which 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.

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Contractor's Initials: CC



10. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

11. GOVERNING LAW

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

12. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

13. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

14. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom. 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.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

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Contractor's initials: PC



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15. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

16. TERMINATION

Either party will have the right to terminate this Contract with or without cause on 60 days written notice to the other party specifying the date of termination.

17. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing 30 days written notice to the Contractor. 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 30-day notice.

18. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

19. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and

Contract No. P108BOCT22

Contractor's Initials: GC



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- (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

20. 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 email, facsimile, certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, VI 00802
Email: anthony.thomas@dpp.vi.gov
Telephone: (340) 774-0828

Wynnie Testamark
Director
Bureau of Corrections
RR 1, Box 9909
Kingshill, VI 00850
Email: Wynnie.testamark@boc.vi.gov
Telephone: (340) 773-6309

CONTRACTOR

Carl Charleswell
Managing Member
West Bay Wholesale, LLC
P.O. Box 610
St. Thomas, VI 00804
Email: kpercell@percelllegalgroup.net
Telephone: (340) 513-0345 or (340) 514-2766

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Contractor's Initials: CC



21. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

22. OTHER PROVISIONS

Addenda I and II, attached hereto, are a part of this Contract and are incorporated herein by reference.

23. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards 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.

24. FALSE CLAIMS

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 claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

Contract No. P108BOGT22

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Contractor's Initials: GC



25. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) 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) **PROFESSIONAL LIABILITY:** None
- (c) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

26. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

Contract No. P108BOCT22

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Contractor's Initials: CC



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

WITNESSES:

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]
Wynne Testamark, Director
Bureau of Corrections

[Signature]
Date

[Signature]

[Signature]
Anthony D. Thomas, Commissioner
Department of Property and Procurement

8/14/2022
Date

Signed via GVI BUY CLM

WEST BAY WHOLESALE, LLC

[Signature]
Carl Charleswell
Managing Member

May 20, 2022
Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

[Signature]
Kenneth R. Case, Esq., AAG

Date 08/14/2022

PURCHASE ORDER NO. _____

Contract No. P108BOCT22

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Contractor's Initials: [Signature]