

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
ST. THOMAS, U.S. VIRGIN ISLANDS 00804-1450



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND COMPREHENSIVE SECURITY CONCEPTS, INC.**

SC- 11-20

The proceeding Contract is a properly negotiated agreement between all parties involved. Any marks, changes, white out, or deletions, without the expressed written permission from all parties involved, shall make this contract null and void.

This Contract is entered into this 27th day of November 2019, by and between the Virgin Islands Water and Power Authority (hereinafter called the "Authority") at mailing address Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804 and Comprehensive Security Concepts, Inc. (hereinafter called the "Contractor") at mailing address Post Office Box 304451, St. Thomas, United States Virgin Islands 00803 to provide security guard services on the islands of St. Thomas and St. John District, United States Virgin Islands. The Authority and the Contractor shall jointly be referred to as the "Parties".

WITNESSETH

In consideration of the mutual promises, covenants, and conditions contained herein the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK:** The Scope of Work set forth herein shall hereinafter be referred to as the "Work". The Contractor agrees to provide and operate armed and

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unarmed security guard service to the satisfaction of the Virgin Islands Water and Power Authority. The Work shall conform to the Authority's Professional General Contract Terms attached hereto and identified as Appendix "A", the work outlined in the Authority's Invitation to Bid numbered IB-01-20 and letter dated August 2, 2019, attached hereto and identified as Appendix "B"; the Authority's Addendum I and cover letter dated August 20, 2019, attached hereto and identified as Appendix "C"; and Contractor's response to Invitation to Bid numbered IB-01-20, dated August 22, 2019, attached hereto and identified as Exhibit "A".

Work locations included on the St. Thomas/St. John District: St. Thomas Randolph Harley Power Plant, St. Thomas Business Office, St. Thomas Business Office Parking Lot, St. Thomas Water Distribution, Line Department (Bolongo), St. John 7J Generation Yard, and St. John Business Office.

2. **TERM/PROGRESS REPORTS:** This Contract shall take effect upon its full and final execution by the Parties and issuance of a Notice to Proceed (hereinafter "Effective Date"). The Contract shall terminate twelve (12) months from the Effective Date.

3. **CONSIDERATION:** In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor an amount not to exceed One Million Seventy-Three Thousand One Hundred Fifteen Dollars and 00/100 (\$1,073,115.00).

Consideration for the Work shall be based on the billing rates contained in the Contractor's response to the Authority's Invitation for Bid IB-01-20, attached hereto and identified as Exhibit "A". Consideration for the Work shall also be subject to IB-01-20 of the Authority's Invitation to Bid, attached hereto and identified as Appendix "B".

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Gross receipt taxes, corporate taxes, income taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes, customs, duties, excise or other fees.

4. TERMS OF PAYMENT: Contractor shall submit itemized and duly certified monthly invoices to the Authority

Corresponding payments of approved work will be made two (2) weeks after review and approval of invoices and issuance of a Certificate of Acceptance from the Authority's Project Coordinator. Provided that invoices are submitted in a timely manner.

5. GROSS RECEIPT TAXES: It is agreed between the Parties that for the purposes of complying with Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue the sum of Fifty-Three Thousand Six Hundred Fifty-Five and 75/100 (\$53,655.75) or such amount as required by any changes to the law at 33 VIC Section 43(a). The Contractor agrees that calculation of gross receipts taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any manner for miscalculation of the gross receipts due under this contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this contract.

In the event the contract is amended and the consideration herein increases, the appropriate amount of Gross Receipt Taxes to reflect the increase in the consideration will be deducted.

6. BUSINESS LICENSE: Contractor must comply with all Virgin Islands' laws with respect to licensing which must be obtained in connection with its business operation(s). Contractor shall further ensure that all subcontractors hired in connection

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with this Scope of Work comply with all Virgin Islands business license requirements. All necessary and applicable license(s) for Contractor and its subcontractor(s) shall be obtained by the Contractor and copies presented to the Contracting Officer concurrent with its execution of the Contract. Failure by Contractor to present business license(s) for itself and its subs at the time of execution of the contract by the Contractor may, at the sole option of the Authority, be grounds to rescind the Contract award and consider the Contract void.

In accordance with 27 VIC section 303b, Contractor shall notify the Employment Security Agency, V.I. Department of Labor of its intent to fill an existing position, now vacant or soon to become vacant of a new previously unfilled position. Notices of vacancies shall include the title of the position, if any, the proposed salary, any required qualifications, and the general duties of the position, and the name, address, or telephone number of the person to be contacted by applicant for the position.

7. **RELIANCE:** The Contractor's representations of its ability to perform the Work with skilled and competent personnel are a substantial and material condition of this Contract. The Contractor agrees, or is otherwise aware, that the Authority shall rely on all the representations in its correspondence as incorporated in the jointly submitted document attached hereto as Exhibit "A".

8. **EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:**

Contractor shall comply with 24 VIC §126 which requires the following preference for resident workers (i.e. any person capable of performing services or labor and who is a citizen of the United States or an immigrant alien admitted to the United States for

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permanent residence under the provision of the Immigration and Nationality Act as amended):

Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified workers. No resident workers shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment services to obtain workers before issuing clearance certification for alien workers.

Contractor shall comply with requirements of 31 VIC §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) and hire Virgin Islands Residents and Resident Workers for work in connection with this contract. Contractor shall also ensure that its subcontractor(s) comply with the legal requirement to hire Virgin Islands residents and Resident Workers in connection with this projects and shall require such in their contract(s) with their subcontractor(s). Upon request of the Authority, Contractor t shall provide a report and/or information regarding its compliance, and its subcontractor's compliance, with the requirement to hire Virgin Islands Residents and Resident Workers.

Before any vacancies are filled with an individual that is not a resident of the Virgin Islands, Contractor and its subcontractor(s) shall notify the Employment Security Agency of the Virgin Islands Department of Labor in accordance with the requirements of 31 VIC §272 and 27 VIC §303b.

Contractor understands that its failure to adhere to the requirements referenced herein may result in the application of penalties as imposed by the Department of Labor

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as outlined in 31 V.I.C. §272 (c)(d). Additionally, Contractor's failure to comply with the requirements herein may result in termination of this agreement in accordance with the Authority's General Contract Terms. Further, the Authority shall consider Contractor's non-compliance with the provisions of this section in the award of future contracts.

9. **FEES:** Guards scheduled to work, must report to work on time. If the guard post is abandoned at any time, a fee of Five Hundred Dollars and No Cents (\$500.00) will be assessed for each hour or any increment thereof that the post remains unmanned. If it is determined that a guard's ability to perform is hampered due to intoxication, a fee of \$500.00 will be assessed and the guard must be removed from the post within half an hour. Any guard removed from a guard post due to an inability to perform his/her duties will not be allowed back at any guard post for the Authority during the duration of this contract. Any amounts assessed under this provision may be deducted from payments due to the Contractor.

10. **SAFETY PRECAUTIONS:** Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work.

11. **AUTHORITY'S RESERVED RIGHTS:** The Authority reserves the right to pass judgement on those personnel assigned by the Contractor to protect the Authority's facilities and employees as it pertains to their physical and mental abilities, appearance and ability to perform the duties and functions outlined in the Security Guard General orders attached to the Authority's Invitation to Bid numbered IB-01-20.

12. **INSURANCE:** The Contractor shall, at his expense, before any Work is

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commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms revised March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting Officer on or before contract execution, failing which the contract award may be rescinded. Defense costs in all primary liability policies shall be "outside the limits" i.e. the full policy limits are for the payment of damages.

13. CHANGE ORDERS/ADDITIONAL SERVICES: The Contracting Officer must approve in writing all change orders or requests for additional services. In the absence of such written approval, Contractor shall be liable for any changes in the work not in conformance with this contract.

14. DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

The Authority designates the following:

Joseph Cranston
Project Coordinator
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
(340) 643-0355 (cell) / (340) 774-3552 extension 2316 (ofc.)
Joseph.cranston@viwapa.vi

The Contractor designates the following individual in the following capacity:

Richard B. Reovan
Comprehensive Security Services, Inc.
P.O. Box 304451
St. Thomas, US Virgin Islands 00803
(340) 690-7948 (cell) / (340) 776-2621 (ofc.)
reovan@comprehensivesecurity.org

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15. **CONTRACTOR'S WARRANTIES:** Contractor warrants and represents the following:

Contractor shall supervise and direct the Work, using its best skill and attention. Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him, and that all armed guards must be properly certified.

16. **AVOIDANCE OF SEXUAL HARASSMENT:** Contractor agrees and acknowledges that the Authority's employees and customers are entitled to an environment that is free of sexual harassment. Contractor agrees that its employees, agents, assigns, and representative will refrain from engaging in any conduct that could be deemed as sexual harassment. Contractor and the Authority agree that sexual harassment shall be defined as:

- Making unwanted sexual advances or demands, requesting sexual favors or making verbal or physical advances.
- Making general or specific expressions or actions with sexual connotations, which may create a hostile or offensive environment for a customer or employee.
- Uttering words or endearment, comments about an employee's or customer's physical attributes or attractiveness, and jokes laced with sexual connotations.

Contractor agrees and acknowledges that any report of sexual harassment by the Authority's employees or customers committed by Contractor or its employees, agents, assigns, and representatives will be investigated by Contractor after the

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presentation of a report from the Authority. If Contractor or any of its employees, agents, assigns, and representatives is found to have sexually harassed the Authority's employees or customers, this will be deemed a material breach of this Agreement which may, at the option of the Authority, result in termination of this Contract. Contractor agrees and acknowledges that it shall be liable for, and indemnify the Authority for any and all costs, fees and damages related to any claim filed by the Authority's employees or customers for sexual harassment. Contractor shall also defend the Authority against any and all claims brought against it in this matter.

The Authority reserves the right to remove any employee of Contractor if, in the judgement of the Authority such removal is necessary to protect the best interest of the Authority.

17. **GOVERNING LAW:** The laws of the U.S. Virgin Islands shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

18. **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 or by 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

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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.

19. CONTRACT DOCUMENTS: The Contractor shall perform and complete the Work in accordance with the Contract and the Contract Documents. The "Contract Documents" include:

1. The Authority's Professional General Contract Terms; attached hereto and identified as Appendix "A".
2. The Authority's Invitation to Bid number IB-01-20 and letter dated August 2, 2019 attached hereto and identified as Appendix "B".
3. The Authority's Addendum I and letter dated August 20, 2019 attached hereto and identified as Appendix "C".
4. The Contractor's response to Invitation to Bid number IB-01-20 dated August 22, 2019 attached hereto and identified as Exhibit "A".

In the event of any conflict, the terms of this Contract shall govern over the provisions of any documents referenced herein.

20. PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority Professional General Contract Terms attached hereto and made a part of this Contract as Appendix "A". The following provisions of the Authority's Professional General Contract Terms are modified as indicated:

Clause No. 9 A (a) "Termination for Cause" – Modify the first sentence of paragraph (A) as follows: If the Contractor shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within twenty-four (24) hours after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and all events, to remedy the

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same within two (2) days after such notice, the Authority may terminate by further written notice the Contractor's right to proceed with the Contract.

21. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

22. 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:

The Authority: Lawrence J. Kupfer, Executive Director (CEO)
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804

The Contractor: Richard B. Reovan
Comprehensive Security Services, Inc.
P.O. Box 304451
St. Thomas, US Virgin Islands 00803

23. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement
on the day, month and year first above-written.



WITNESS

Comprehensive Security Concepts, Inc.

By: 
Richard B. Reovan
President

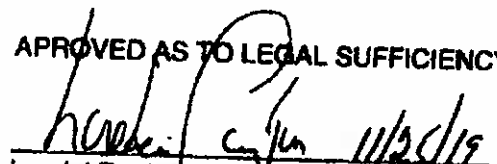

WITNESS

V.I. WATER & POWER AUTHORITY

By: 
for > Lawrence J. Kupfer
Executive Director (CEO)

11/27/19

APPROVED AS TO LEGAL SUFFICIENCY:


Lorelei Farrington
General Counsel

Attachments