



VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804

**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND SLATE ROCK FR**

Contract No. SC-13-24

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

This Contract is entered into this 23rd day of 2024 by and between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (hereinafter the "Authority") at mailing address Post Office Box 1450, St. Thomas, U.S Virgin Islands 00804 and SLATE ROCK FR (hereinafter the "Contractor") located at 755 West Smith Rd., Medina, Ohio 44256 for the purchase of flame retardant clothing for employees at the Virgin Islands Water and Power Authority on the islands of St. Croix, St. John, and St. Thomas, 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/WORK: The Scope of Work set forth herein shall hereinafter be referred to as the "Work". The Contractor shall provide and supply Flame Resistant clothing uniforms for employees in the Transmission and Distribution Division

(T&D), Information Technology Department (IT), Production and Electrical Systems Departments of the Authority. This Work shall include all services necessary to design, properly size and fit that meets the Authority's requirements and standards. The Scope of Work according to the Authority's Request for Quotation (RFQ-01-24) (hereinafter the "Work") attached hereto and incorporated by reference herein as Exhibit A. Services shall include but not limited to the following:

- a. Each employee shall have a dedicated account on Slate Rock's ordering platform allowing for enhanced individual choice in ordering.
- b. Within the ordering platform, Authority's employees will only have access to clothing that has been approved by the Authority's Leadership to ensure employee protection.
- c. Clothing shall be shipped directly to the employee for a flat rate.
- d. Employees may return unworn and unaltered clothing within 60 days for account credit.

2. TERM: This Contract shall take effect in accordance with the written Notice to Proceed (hereinafter "Effective Date"). Once the scope of work has commenced based on the dates included in the Notice to Proceed, the work shall not surpass the effective termination date of the Contract, which is one (1) year from the effective date in the Notice to Proceed.

3. CONSIDERATION: In consideration of the Contractor's performance of the Work, the Authority shall pay to Contractor the total sum, not to exceed, Three Hundred Twenty-Five Thousand Dollars and 00/100 (\$325,000.00) (hereinafter the "Contract Price").

Payment of any taxes, duties, customs, or other fees shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes, customs, duties, or other fees. The Authority shall NOT have any obligation to pay, or see

to the payment of, money to Subcontractors, except as may otherwise be required by law.

4. TERMS OF PAYMENT: The Contractor shall submit itemized and duly certified invoices electronically to the Authority's Director of Safety. Employees will be allotted a yearly allowance that will not be invoiced or charged to Virgin Islands Water and Power Authority until order ships. Payments shall be made on a progress billing and payment method, after review and approval by the Authority's Project Manager.

5. 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:

Joshuwa Jones
Director of Safety
Virgin Islands Water and Power Authority
P O Box 5997
Christiansted, St. Croix, USVI 00823
(340)-774-3552 ext. 4059
joshuwa.jones@viwapa.vi

The Contractor designates the following:

Danielle Patterson
Slate Rock FR
755 West Smith Rd.
Medina, OH 44256
(608) 630-6682
danielle.patterson@slaterockfr.com

6. 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 Quotation attached hereto as Exhibit "A".

7. SAFETY PRECAUTIONS: The Contractor shall be responsible for initiating and

maintaining safety precautions and programs and supervising its personnel to ensure the safe performance of the Work. The Contractor shall, furthermore, provide all its personnel with sufficient and appropriate safety devices.

The Contractor shall ensure that the services provided, and the products, equipment, and materials furnished and/or utilized are in strict compliance with any and/or all applicable codes and standards regulating its activities, including but not limited to the following:

EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
RCRA	Resource Conservation and Recovery Act
TSCA	Toxic Substance and Control Act
DOT	Department of Transportation
ASTM	American Society of Testing Materials
AGMA	American Generator Manufacturers Association
NESC	National Electric Safety Code
AWWA	American Water Works Association
NSF	National Sanitation Foundation
FP-96	Federal Highway Administration

The Contractor shall also comply with any and all applicable U.S. Virgin Islands' building, plumbing, mechanical, electrical, fire, health, and public safety codes.

8. 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 General Contract Terms for Equipment and Supplies dated March 14, 2019, incorporated by reference herein as Appendix "A";
- 2) The Authority's Request for Quotation, RFQ-01-24 incorporated by reference herein as Appendix "B";
- 3) The Authority's Request for Quotation, RFQ-01-24 Addendum I, incorporated by reference herein as Appendix "C";
- 4) The Authority's Request for Quotation, RFQ-01-24 Addendum II, incorporated by referenced herein as Appendix "D"; and
- 5) Contractor's Response to the Authority's Request for Quotation, dated September 27, 2023, incorporated by reference herein as Exhibit "1".

In the event of any conflict between the written agreements comprising the Contract, the matter will be resolved according to the following descending order of precedence: (1) this Contract; (2) the Authority's General Contract Terms for Equipment and Supplies; (3) the Authority's Request for Quotation and its Addendums, thereto attached, and (4) the Contractor's quotation responses. The Contract and Contract documents constitute the entire agreement between the Parties.

9. PROFESSIONAL STANDARDS: The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to Contractors doing business in the U.S. Virgin Islands.

10. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority 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 employment insurance and social security taxes for Contractor, its servants, agents, employees, or independent Contractors.

11. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage ("Laws"). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered, or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as "Official"), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party's breach of any of its obligations under this Section.

12. INSURANCE: The Contractor shall, at his expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's General Contract Terms dated March 14, 2019, incorporated by reference herein as Appendix "A". A copy of the insurance certificate must be presented to the Authority's Contracting Officer upon contract execution, failing which the contract award may be rescinded.

13. INDEMNIFICATION: If the Authority is entitled to defense and indemnification under this Agreement and the Contractor fails, after notice and reasonable opportunity, to assume the defense of such claim, the Authority may at the expense of the Contractor contest, settle, or consent to the entry of any judgment with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs.

14. 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, the Authority shall not be liable for the payment of any services performed outside the scope of the Contract.

15. NON-DISCRIMINATION: No person shall be excluded from participating in,

be denied the proceeds of or be subject to discrimination in the performance of the contracted services on account of race, creed, color, sex, religion, disability, or national origin.

16. ASSIGNMENT: Neither the Contractor nor the Authority shall assign this Contract or any interest therein, without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment prohibited hereby shall be null and void.

17. CHOICE OF LAW: This Contract shall be governed by and construed in accordance with the laws of the United States Virgin Islands without regard to applicable principles of conflicts of law. Each of the Parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within the United States Virgin Islands, in connection with any matter based upon or arising out of this Contract or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the United States Virgin Islands for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

18. ARBITRATION: In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, termination or a breach thereof, the Parties agree to submit the matter to settlement proceedings under the American Arbitration Association ("AAA") Rules, which rules are deemed to be incorporated by reference into this Section. If the dispute has not been settled pursuant to the said rules within forty-five (45) Days following the filing of a request for alternative dispute resolution or within such other period as the Parties may

agree in writing, such dispute shall be finally settled in an arbitration proceeding under the current AAA Rules of Arbitration, which rules are deemed to be incorporated by reference into this Section. The language of the AAA and arbitration shall be English, and all documents submitted in connection with such proceedings shall be in the English language or, if in another language, accompanied by a certified English translation.

19. SEVERABILITY: The invalidity, in whole or in part, of any of the foregoing Articles, Sections or paragraphs of this Agreement will not affect the validity of the remainder of such Articles, Sections or paragraphs.

20. 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 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.

21. 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.

The Authority: Andrew L. Smith
Executive Director (CEO)
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
andrew.smith@viwapa.vi

Copy to: Office of the General Counsel

V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: David Sterling
Vice President
Slate Rock FR
755 W. smith Rd.
Medina, OH 44256
david.sterling@slaterockfr.com
866-783-7977

22. GENERAL CONTRACT TERMS:

: This Contract is subject to the Authority's General Contract Terms with Federal Requirements attached hereto and made a part hereof as Appendix "A".

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.

24. SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 3: Consideration
- Clause 8: Contract Documents
- Clause 13: Indemnification
- Clause 17: Choice of Law

25. NON-SOLICITATION: Neither Party shall, during the term of this

Agreement, and for one year after the end of its Term, directly or indirectly solicit or offer employment or any other form of contract for services to any of the other Party's technical and/or professional employees, associates, subcontractors or other such personnel who were directly involved in the performance of this Agreement. In the event of a breach of this Section by WAPA or the Contractor, respectively, the Party in breach shall pay compensation to the other Party equal to six (6) Months' gross salary or fees of the employee, associate, contractor or subcontractor in question.

26. CONFIDENTIALITY: The Parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

27. WAIVER: Failure by either Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. Neither Party shall be deemed to have waived any right resulting from any failure to perform by the other Party unless it has specifically waived such right in writing.

28. CONFLICTING PROVISIONS: In the event of any conflict, inconsistency, or

variations between this Agreement and any of the Appendices hereto, the terms and provisions of this Agreement shall have precedence.

29. GOOD FAITH AND FAIR DEALING: The Parties shall act reasonably and shall perform their obligations hereunder in accordance with the principles of good faith and fair dealing.

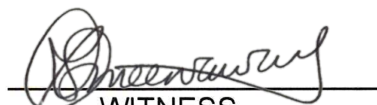
30. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.


SIGNATURE PAGE TO FOLLOW

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


WITNESS

SLATE ROCK FR
 2/15/24
DANIELLE PATTERSON Date
Vice President of Marketing


WITNESS

V.I. WATER & POWER AUTHORITY
 2.23.2024
ANDREW L. SMITH Date
Executive Director/CEO

APPROVED AS TO LEGAL SUFFICIENCY:

 February 9, 2024
PATRICIA QUINLAND
Assistant General Counsel

Attachments