

SUPPLY CONTRACT

THIS AGREEMENT (the "Contract") is made this ____ day of _____, 2012 by and between **viNGN, Inc.**, a Virgin Islands corporation and wholly owned subsidiary of the Virgin Islands Public Finance Authority (the "Authority"), an autonomous instrumentality of the Government of the Virgin Islands ("viNGN") whose address is Warehouse K, 9015 Havensight Mall, 6B-F Estate Thomas, St. Thomas, VI 00820 and [name], a [jurisdiction of formation] [type of entity] whose address is [address] (the "Contractor").

WITNESSETH:

For and in consideration of the acceptance of the Contractor's [bid/proposal], under [identification of solicitation document and number], opened [date], and the award of this Contract to the Contractor, notification hereof having been made to the Contractor, and in further consideration of the covenants and agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in its [bid/proposal] submitted in response to [identification of solicitation document and number], specifically referenced herein and expressly made a part of this Contract, the said Contractor agrees to furnish and deliver any or all of the commodities described in [identification of solicitation document and number] (the ["IFB"/"RFP"/other]) at the price or prices stated therein and in strict accordance with the conditions of said accepted proposals as the same may be modified hereby. The Advertisement, [IFB/RFP/other], General Provisions, and any Supplemental Provisions and Specifications and the Purchase Order and all terms and conditions thereof, including any changes or amendments thereto, are all part and parcel of this Contract and are by this reference incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. viNGN, for and in consideration of the full and true performance of the work by Contractor, agrees to pay the price or prices set forth in the Contractor's proposal submitted in response to the [IFB/RFP/other], in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the [IFB/RFP/other] and the General Provisions.

SECTION 3. This Contract may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA) or local matching funds and is expressly subject to the terms and conditions of **Addendum I** attached hereto and incorporated herein by reference. The Contractor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (*e.g.*, audit provisions, whistleblower protection, and Buy American preferences for American products unless an exemption exists). The Vendor shall further comply with all other applicable federal and local laws and regulations in performing its obligations under the Contract.

SECTION 4. No alterations or variations of the terms of the [bid/proposal] shall be valid or binding upon viNGN unless made in writing and approved by viNGN.

SECTION 5. This Contract shall apply to all purchases made by viNGN from Contractor pursuant to [the IFB/RFP/other] from the date of the bid opening. This Contract will remain in force for the full period specified and until all articles or commodities ordered before the date of termination shall have been satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

(a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or

(b) extended upon written authorization of viNGN and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 6. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by viNGN, or failure to make replacement of rejected commodities when so requested, immediately or as directed by viNGN, shall constitute authority for viNGN to purchase in the open market to replace the commodities rejected or not delivered. viNGN reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse viNGN for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, viNGN reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by viNGN.

SECTION 7. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded 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 link to <https://www.epls.gov/> and 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 viNGN for any progress payments heretofore made.

SECTION 8. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against viNGN, the Authority, or the Government of the Virgin Islands generally, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 9. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or

present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

SECTION 10. The laws of the United States Virgin Islands shall govern this Contract and jurisdiction over this Contract as well as venue shall be and remain in the United States Virgin Islands.

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

viNGN, INC.

SAMPLE ONLY - NOT FOR EXECUTION

By: _____
Alfred F. Boschulte Date
Interim President and CEO

"CONTRACTOR"
[Name]

SAMPLE ONLY - NOT FOR EXECUTION

By: _____
Name: _____ Date
Its: President

Attest:

SAMPLE ONLY - NOT FOR EXECUTION

By: _____
Name: _____ Date
Its: Secretary

