

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S034BITC19 (PLLC)

This AGREEMENT made this 15 day of August, 2019
for the Grass Cutting/Grounds Maintenance for the Bureau of Information Technology at various
Communication Tower Site Locations on St. Croix, U.S.V.I. by and between the Government of the
Virgin Islands, hereinafter called the "GOVERNMENT", and Lester Parsons (an individual [X]), (a
partnership []), (joint venture []), (a corporation []), (incorporated in the state of [X]) (Territory of St.
Croix, United States Virgin Islands), doing business as Parsons Landscaping & Lawn Care whose
address is 232B Estate Glynn, Christiansted, St. Croix, USVI 00820 hereinafter called the
"CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids
No. IFB022BITC19 (S) opened on April 30, 2019 and the award of this contract to the Contractor,
notification hereof having been made to the Contractor on July 31, 2019, 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 this proposal
hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or
all of the services described in the said Invitation for Bids No. IFB022BITC19 (S) and the Scope of
Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of
said accepted proposal. The Advertisement, Invitation for Bids, General Provisions (Addendum III),
Termination of Contracts (Addendum IV), any Supplemental Provisions and Specifications and the
Purchase Order, including any change thereof, 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. The Government, for and in consideration of the full and true performance of the
work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and
the line items as indicated in Compensation (Addendum II), in lawful money of the United States, and the
payment shall be made at the time and in the manner set forth in the Invitation for Bids and the General
Provisions.

SECTION 3. This Contract shall commence on August 19, 2019 and shall terminate
on August 18, 2020, unless mutually extended or terminated by the parties. The services under this
contract shall be for a period of One (1) year with a renewal option for a period of One (1) year. 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 4. This Contract will remain in force for the full period specified and services of termination shall be 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 the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected services when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government 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 the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. 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 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.

SECTION 7. 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 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 8. 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.

This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in eleven (11) counterparts, each of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:

[Signature]
.....
Martha Theophilus
.....

GOVERNMENT OF THE VIRGIN ISLANDS

By: Anthony D. Thomas 8/15/19
Date
Commissioner
Department of Property and Procurement

Witnesses:

Jeffrey Brown
.....
Annelle O'Neale
.....

CONTRACTOR

By: Lester Parsons 8/13/19
Date
Owner
Lester Parsons d/b/a Parsons Landscaping
& Lawn Care

(Corporate seal, if Contractor is a corporation)

ADDENDUM I

Scope of Work

Grass Cutting/Grounds Maintenance Services

The Scope of Services outlines the general Contractor requirements for Grass Cutting/Grounds Maintenance Services for the Bureau of Information Technology (BIT) at the following communication tower site locations in St. Croix, Virgin Islands.

1. Cotton Valley (GPS: 17.741111,-64.624722)
2. Recovery Hill (GPS: 17.733889,-64.698889)
3. St. Georges (GPS: 17.719444,-64.856389)

This Invitation for BID (IFB) requests a Contractor to provide all labor, materials, supplies, parts, tools, equipment, transportation, licenses, permits, etc. necessary to maintain acceptable grass height at the abovementioned communication tower site locations. The estimated frequency for grass cutting at each site location shall be every fifteen (15) days. BUT, at its sole discretion, reserves the right to add or delete cuts and alter the cut schedule.

- Prior to cutting, Contractor shall remove and suppose of incidental rubbish, debris, deadfall and trash, which includes but is not limited to, branches, leaves, rocks, paper, cans, bottle, and other easily removable objects that are on the ground within the cut

If contractor deems that trash is excessive, either because of size, content or quantity (and therefore over and above the amount that is required to be removed as incidental trash), the contractor shall contact BIT prior to cutting.

- Work shall consist of cutting and edge trimming of grass, in addition to trimming around curbs and buildings, trimming walking paths, and cleaning curbs of grass and weeds
- Work shall consist of removal of ALL debris and trash to the landfill or other appropriate facility for disposal

Work area shall include the lot as designated by BIT for each tower site location. It is the bidder's sole responsibility to assess the land use, location, size, configuration, topography, site access and all other conditions that may affect the work. It shall be the Bidder's responsibility to examine and understand the requirements of the IFB by visiting the job sites and becoming familiar with the boundaries and/or local conditions that may in any manner affect cost, progress or performance of the work, due to the fact that the Contractor is expected to complete work on each location at one cutting unless otherwise approved by BIT.