

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

## SUPPLY CONTRACT

**No. S041DOEC19 (SFGM)**

This AGREEMENT made this 24th day of October, 2019  
for the **Landscaping Services for the Department of Education, St. Croix U.S.V.I.** by and between the  
Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **SF GENERAL  
MAINTENANCE SERVICES, LLC** (an individual [ ]), (a partnership [ ]), (joint venture [ ]), (a  
corporation [X]), (incorporated in the state of [X]) (Territory of St. Croix, United States Virgin Islands),  
doing business as **SF General Maintenance Services, LLC** whose address is **PO Box 1036,  
Christiansted, St. Croix, VI 00821** hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids  
No. **IFB036DOEC19 (S)** opened on **September 10, 2019** and the award of this contract to the  
Contractor, notification hereof having been made to the Contractor on **October 3, 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 commodities described in the said Invitation for Bids No. **IFB036DOEC19 (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 Addendum I, 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 **October 4, 2019** and shall terminate on  
**October 3, 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 commodities 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:

**GOVERNMENT OF THE VIRGIN ISLANDS**

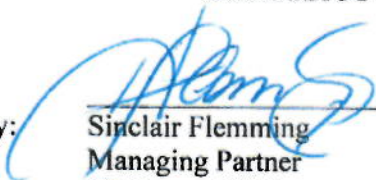
  
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Marsha Reynolds  
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By:  10/24/2019  
Anthony D. Thomas Date  
Commissioner  
Department of Property and Procurement

Witnesses:

**CONTRACTOR**

  
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By:  10/18/19  
Sinclair Flemming Date  
Managing Partner  
SF General Maintenance Services, LLC

*(Corporate seal, if Contractor is a corporation)*

# ADDENDUM I

## Scope of Work

### Location of Work:

The services are limited to the following campuses.

1. ALEXANDER HENDERSON -CAMPUS
2. ST. CROIX CURRICULUM CENTER
3. CLAUDE O MARKOE
4. JUANITA GARDINE
5. LEW MUCKLE
6. PEARL B LARSEN
7. ST. CROIX CENTRAL HIGH
8. EDUCATIONAL COMPLEX & C-TECH
9. EVELYN WILLIAMS ELEMENTARY SCHOOL SITE
10. JOHN H. WOODSON JR. HIGH SCHOOL

### Existing Conditions:

The hardscape of each campus is made up of paved parking lots, walkways, and landscaped areas. The landscaped areas are made up of various amounts of lawns, ornamental plants, hedges, shrubs, large trees, and undisturbed natural vegetation areas. The landscaped areas require periodical cutting, clearing, and cleaning to maintain a visually pleasing appearance. The areas of natural occurring vegetation weeds (guinea grass and wild tamarind) grow wild. These areas will require cleaning but at a different frequency of the areas between buildings and within student walking areas

All work shall be performed in accordance with VIDE's Landscaping Services Scope of Work.

1. Stump out guinea grass, remove weeds, weed eat low grass areas.
2. Shape all hedges and ornamental plants inside fence lines.
3. Trim large trees between buildings protruding into walking areas, and over roofs.
4. Prune branches that appears dying, dead, or rotten.
5. Clean vines from fences and any vegetation on buildings.
6. Remove all vegetation from property and blow clean paved areas.

Potential bidders will be required to submit itemized costs for particular areas of a campus.

1. **CONTRACTOR'S BID SHALL BE DISQUALIFIED IF ITEMIZED BID SHEET IS NOT FULLY COMPLETED WITH BOTH MONTHLY AND TOTAL ANNUAL COST**
2. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A TOTAL LUMP SUM COST FOR THE PROJECT THAT INCLUDES ALL EQUIPMENT, MATERIAL AND LABOR FOR THE PROJECT.**
3. **PRICES BEEN SUBMITTED FOR WORK TO BE DONE SHALL INCLUDE THE CONTRACTOR'S OVERHEAD TAXES AND PROFIT ALONG WITH ALL COSTS FOR MATERIALS, EQUIPMENT AND MANPOWER NECESSARY TO**

FACILITATE PROPER, SAFE, AND TIMELY COMPLETION OF THE PROJECT.

4. UNIT PRICES SUBMITTED ON THE ITEMIZED BID SHEET SHALL BE UTILIZED FOR ANY CREDITS OR DEBITS TO THE PROJECT; WHICH, IF NECESSARY, SHALL BE ADDRESSED AS A CHANGE ORDER TO THE PROJECT.
5. ATTACHED ARE SITE PICTURES, OUTLINING AREAS WHERE LANDSCAPING SERVICES ARE REQUIRED.

**Allowable Limits**

Landscape areas shall be kept below the maximum allowable limits for the components of the campus. The limits for these components are as follows.

- Grass areas/ lawns shall be kept below 6" above grade
- Hedges / ornamentals shall be kept within 9" of its shape
- Small trees shall not block visibility or create hiding
- Larger trees shall not extend over roofs

It will be the responsibility of the successful contractor to visit the site on a routine basis, inspect the campus for growth and appearance. Once it has been determined that the grounds has exceeded the allowable limits, the successful contractor will request authorization to perform the necessary services. The DOE will issue written authorization to perform said services. These written authorizations shall accompany any invoice and the invoice shall match. The contract period will be for one year October 1, 2019-September 30, 2020 with one (1), one-year option to renew, following the schedule below:

October  
November  
January  
February  
March  
April  
May  
June  
August  
September

**Allowable time of Performance:**

The vendor shall be committed to the following time constraints:

School Days: After 4:00 PM

Weekends: No restrictions

School Holidays: No restriction