# GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

#### DEPARTMENT OF PROPERTY AND PROCUREMENT

### SUPPLY CONTRACT

### No. S001LCAC19 (PLLC)

This AGREEMENT made this day of white , 2019
for the Janitorial Services for the Department of Licensing and Consumer Affairs, St. Croix U.S.V.I.
by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and
LESTER PARSONS D/B/A/ PARSON'S LANDSCAPING & LAWN CARE (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 Parson's Landscaping & Lawn Care whose
address is PO Box 841, Kingshill, St. Croix, VI 00851 hereinafter called the "CONTRACTOR",
Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB039LCAC19 (S) opened on September 09, 2019 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on October 25, 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. IFB039LCAC19 (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 <u>November 15, 2019</u> and shall terminate on <u>November 14, 2020</u>, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of <u>One (1) year</u> with a renewal option for a period of <u>One (1) year</u>. 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** 

By:

Anthony D. Thomas

1/6/2019

Commissioner

Department of Property and Procurement

Witnesses:

CONTRACTOR

By:

Lester Parsons

Date

Owner

Lester Parsons d/b/a Parson's Landscaping

& Lawn Care

(Corporate seal, if Contractor is a corporation)

## **SCOPE OF WORK**

## **DAILY:**

- a. Sweep and mop all hard floors and vacuum carpeted floors.
- b. Clean and dust partitions/dividers.
- c. Clean all kitchen fixtures and cabinets. (e.g. microwave, refrigerator, sink etc.)
- d. Clean all bathroom fixtures and walls. (e.g. toilet bowls and seat cover, urinals, tank tops, etc.)
- e. Clean inside and outside and dust all windows, shades, and screens once every two (2) weeks.
- f. Clean all glass and mirrors in offices, bathrooms, exit double doors and front/back door entrance.
- g. Dust all furniture: shelves, desk, chairs and TV in waiting area.
- h. Sanitize and change all trash can bags.
- i. Replace hand towel, toilet tissue paper, trash bag and soap in each bathroom and kitchen.
- Remove and dispose trash in wastebaskets of all offices, conference rooms, lobby, lounge areas. Bathrooms and other rooms.
- k. Provide a continuous supply of cleaning and disinfecting products for building; including, but not limited to toilet paper, hand/paper towel, and liquid hand soap for bathrooms, employee lounge, and any garbage liners for all office area or rooms.

## **WEEKLY:**

a. Clean/wash both interior and exterior glass and windows

# THREE TIMES WEEKLY, in addition to the above:

a. Dust and polish all desks, furniture and equipment surfaces.

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## MONTHLY, in addition to the above:

- a. Deep steam and shampoo all carpeted areas.
- b. Clean and sanitize all window blinds and liners.
- c. Clean and sanitize air conditioning vents.

All the above work for janitorial services should be done BEFORE 8:00 am or AFTER 5:00 pm on government work days.