

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
— 0 —
DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S35ADHSC20 (BM)

This AGREEMENT, made this 4th day of August, 2020
for the to **Provide Landscaping Services for the Department of Human Services in the St. Croix District** by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and B20 Maintenance LLC, whose address is P.O. Box 4982, Kingshill, VI 00851 hereinafter called the "CONTRACTOR",

WITNESSETH:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids No. IFB029DHSC20 (S) opened on April 24, 2020 and the award of this contract to the Contractor, notification hereof having been made to the Contractor on July 20, 2020 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. IFB029DHSC20 (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 II Compensation, 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 upon execution of the Commissioner of Property and Procurement and shall terminate one year thereafter, 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.

SECTION 9. The Contractor shall only perform services in accordance with the schedule outlined in Addendum I (Scope of Work) attached hereto and made a part hereof.

SECTION 10. This Contract is subject to the appropriation and availability of funds and to the approval of the Commissioner of the Department of Property and Procurement.

SECTION 11. The following insurance coverages are required by Contract and Contractor shall maintain these insurance coverages during the term of this Contract.

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for

property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

(b) WORKERS' COMPENSATION: Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage

SECTION 12. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.


This Contract shall become effective immediately upon and as of the day of signature by the Commissioner of the Department of Property and Procurement.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the day and year first above written.


Witnesses:


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GOVERNMENT OF THE VIRGIN ISLANDS

By:  8/4/2020
Date
Anthony D. Thomas
Commissioner
Department of Property and Procurement


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By:  08-03-2020
Date
for Kimberley Causey Gomez
Commissioner
Department of Human Services

Witnesses:


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CONTRACTOR

By:  7-30-20
Date
George Røhlsen
Director
B20 Maintenance LLC

(Corporate seal, if Contractor is a corporation)

ADDENDUM I

Scope of Work

B20 Maintenance LLC will provide landscaping services for the Department of Human Services at the Office of Child Care and Regulatory Services, #129 Golden Rock, Christiansted on St. Croix, Virgin Islands. B20 Maintenance LLC shall:

- Provide monthly landscaping services of Parcel No. 129 Golden Rock Christiansted, St. Croix.
- Perform landscaping services including furnishing all labor, expendable materials, tools, equipment, and personal protective equipment (PPE) to perform a complete and safe job.
- Provide cold drinking water for employees while on-site and shall provide onsite quality control supervisor/foreman to direct contractor personnel.
- Provide monthly scheduled maintenance of the perimeter that will be based on the grass height
- Cut only grass at Parcel No. 129 Golden Rock, Christiansted area
- Remove all cut grass and promptly removed collected debris to an authorized disposal site
- Provide clearing of trees, trimming of bushes, and removal of debris
- Ensure that the works are carried out following safety and health regulations with particular attention given to personal protective equipment, guard rails, scaffolding, electric lead and access ladders
- Ensure the work shall meet OSHA standards.
- And sub-contractor will provide first aid kit for their employees on site.
- Not, at any time, leave work in an unsafe condition or any condition that might cause injury to personnel to personnel, damage to existing work, plant, or equipment but shall continue that work until it is at a safe stage.
- Ensure all work is executed with minimal disruption to the traffic and operations on the worksite.
- Note: The Department of Human Services will not provide any equipment needed for the contract.