

# CLEANING SERVICES AGREEMENT

This AGREEMENT is made and entered into on April 24, 2024, 2024, by and between the **Virgin Islands Housing Finance Authority** having its principal place of business at 3202 Demarara, No. 3, Suite 200, St. Thomas, U.S. Virgin Islands 00802 ("CLIENT") and **Wilson Janitorial Services** whose mailing address is PO Box 6383 Sunny Isle, Christiansted, St. Croix 00823 ("PROVIDER").

**WHEREAS**, the CLIENT is in need of cleaning services at its office(s) located at 56 Kings Street, Christiansted, St. Croix, Virgin Islands, 00820; and

**WHEREAS**, the PROVIDER represents that it is willing and capable of providing such services;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Agreement, the parties hereto do covenant and agree as follows:

## 1. SCOPE OF SERVICES

**PROVIDER will provide CLIENT with the following cleaning services at CLIENT's office(s) located at 56 Kings Street, Christiansted, St. Croix, 00820 ("Property") in accordance with the attached schedule:**

- Dust & Clean all horizontal surfaces, including desks, table, windows, windowsills, etc.
- Sweep, mop and clean floors
- Empty, remove trash and replace liners
- Clean and disinfect bathrooms and kitchen
- Clean all office spaces and conference area
- Spot clean all walls, light switches, and doors

## 2. TERM

This Agreement shall be for a term of one (1) year commencing on April 24, 2024, and terminating on April 23, 2025.

## 3. PAYMENT

CLIENT will pay PROVIDER (i) One Thousand One Hundred Seventy Dollars (\$1,170.00) per month. Total costs for this contract shall not exceed Fourteen Thousand Forty Dollars (\$14,040.00). Billing shall be done on a monthly basis. Payment is due within 30 day(s) of receipt of invoice.

**4. PRODUCTS**

PROVIDER will use its own products and supplies. Should CLIENT require the use of special or hypoallergenic products, CLIENT must notify PROVIDER before cleaning begins. CLIENT may provide the cleaning products.

**5. ACCESS REQUIREMENT**

CLIENT will provide PROVIDER access to the Property, and to all areas of the Property scheduled to be cleaned as noted under Scope of Services, at the scheduled upon time.

(a) PROVIDER agrees to keep any details of keys and access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. PROVIDER will be liable for any losses of any nature that may arise from the CLIENT's provision of any key and/or access details.

(b) If PROVIDER is prevented from gaining access to CLIENT's property to carry out work as arranged, the time lost to the PROVIDER shall be considered to be one (1) hour per employee involved and the PROVIDER reserves the right to invoice CLIENT accordingly.

**6. SCHEDULE**

a. PROVIDER shall perform the Scope of Services on Monday(s), Wednesday(s), and Friday(s) except as indicated in paragraphs 6(b) and Section 7 of this Agreement.

b. Pursuant to 1 V.I. Code Ann. § 171(a) of the Virgin Islands Code, the Virgin Islands Housing Finance Authority and CDBG-DR Office recognizes the following legal holidays:

MONTH/DATE	HOLIDAY
June 19, 2024	Juneteenth
July 3, 2024	V.I. Emancipation Day
July 4, 2024	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day and Puerto Rico Friendship Day
November 1, 2024	D. Hamilton Jackson Day
Fourth Thursday in November	Thanksgiving Day
December 25, 2024	Christmas Day

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including but not limited to unemployment insurance and social security taxes for PROVIDER or persons engaged by PROVIDER.

#### **15. FORCE MAJEURE**

PROVIDER and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of PROVIDER.

#### **16. SEVERANCE**

In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

#### **17. WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### **18. CONFIDENTIAL INFORMATION**

The PROVIDER acknowledges that it may have access to certain confidential information when performing the Scope of Services contained herein and agrees to take necessary acts to ensure that the PROVIDER does not make public any of the CLIENT's information that is identifiable in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Scope of Services herein or as required by law.


#### **19. NOTICE**

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

CLIENT:

**Virgin Islands Housing Finance Authority**  
3202 Demarara, No. 3, Suite 200  
St. Thomas, U.S. Virgin Islands 00802  
**Attention: Eugene Jones, Jr., Executive Director**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

WITNESSES:

[Signature]

Amorion Lottens

WILSON JANITORIAL SERVICES

BY: [Signature]  
Letecia Wilson, Manager

DATE: 4/22/24

Reviewed for Legal Sufficiency:  
[Signature]  
Vanessa Hewitt-Quinland  
Dated: 12 day of April, 2024

WITNESSES:

[Signature]  
Claudia Parson

[Signature]  
Shania Rivera

VIRGIN ISLANDS HOUSING FINANCE  
AUTHORITY

BY: [Signature]  
Eugene Jones, Jr., Executive Director

DATE: 4/24/2024

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VIHFA's Initials [Signature]