

PURCHASE AGREEMENT

This AGREEMENT is made this 24 day of ^{Mad} April, 2024, in the Territory of the United States Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, a body corporate and politic constituting a public corporation and autonomous governmental instrumentality of the Government of the United States Virgin Islands, whose address is 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802-6447 (hereinafter referred to as “**VIHFA**”) and **UNIVERSAL BUSINESS SUPPLIES, INC.** a corporation incorporated in the U.S. Virgin Islands, whose address is 8197 Sub Base, St. Thomas, U.S. Virgin Islands 00802 (hereinafter referred to as the “**SELLER**”). SELLER and the VIHFA may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, on September 6, 2017, and on September 19, 2017, Hurricane(s) Irma and Maria (2017 disasters) had a devastating impact on the United States Virgin Islands and caused significant destruction to housing, infrastructure, and the economy; and

WHEREAS, as a result of the 2017 disasters, the VIHFA has also been designated as the lead agency for administering the Community Development Block Grant Disaster Recovery (“CDBG-DR”), which is authorized under the Additional Supplemental Appropriations for Disaster Relief Requirements Act of No. 2017, Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) awarded \$1,863,742,000.00 of CDBG-DR funds to the U.S. Virgin Islands in two separate tranches. On, February 2, 2018, the first \$242,684,000 was announced for Tranche 1 and on April 10, 2018, an additional \$779,217,000 for Tranche 2; and

WHEREAS, under Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123, HUD the awarded CDBG-DR funds must be used for the purpose of assisting in addressing unmet needs from the 2017 disasters; and

WHEREAS, on March 8, 2024, VIHFA issued a request to solicit quotes from qualified and licensed firms (Respondents”) to purchase furniture for the St. Croix CDBG-DR offices located at Hamilton House at 56 & 56A King Street on St. Croix, U.S. Virgin Islands; and

WHEREAS, the VIHFA desires to enter into an agreement with the SELLER to purchase office furniture and provide an office layout plan for the St. Croix office and accepts the SELLER’s quote;

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



1. GOODS TO BE PURCHASED:

The SELLER shall provide, or cause to be provided, the following services and furniture:

A. Furniture to include:

1. Good quality items produced by major manufacturers that meet Occupational Safety and Health Administration (“OSHA”) standards and regulations.
2. Compliance with specific building and fire code restrictions.
3. Multiple options available including materials, finishes, designs, sizes, functions, etc.
4. Ergonomically designed and fully adjustable seating.
5. Compliance and accessibility laws, where required.
6. Standard and/or expedited shipping options; and
7. Warranty.

B. Furniture Categories: Office Furniture (See Appendix A)

Items shall include but not limited to:

- Guest waiting room chairs.
- Waiting room corner tables
- Guest waiting chairs
- Office chairs
- Executive desk
- Executive chair
- Executive small conference room table
- Bookshelf
- Executive file cabinet
- Executive guest waiting chairs
- Keurig
- Lunch tables
- Reception desk
- Breakroom chairs
- Conference room chairs
- Square foldable conference room table

C. Dealer Services to include:

1. Space planning, design and consultation capabilities such as furniture recommendations, field measurements, floor plans, office design layout, furniture adjustments and customization as needed per provided floorplan in Attachment 1.
2. Cost assessments for all goods and services requested.

3. User friendly and efficient order procedures.
4. Providing products and services to the CDBG-DR-ST department of VIHFA.
5. Lead time, shipment and delivery monitoring.
6. Prompt resolution of shortages, damages or complaints to the satisfaction of VIHFA/CDBG-DR-STX.
7. Handling damage claims and manufacturer's errors.
8. Providing applicable warranties and documentation.
9. Providing a designated sales representative for the Authority that exhibits a high level of professionalism and has knowledge about furniture in the categories provided above.
10. Permitting direct rebate and incentive pricing from manufacturers for use of the Authority.
11. Provide work plan, schedule and all correspondence for submittal to VIHFA/CDBG-DR-STX.

D. Delivery and installation to include:

1. Coordinating shipping, delivery and installation dates with VIHFA/CDBG-DR-STX.
2. Installing and assembling all furniture safely and appropriately.
3. Providing installation follow-ups for adjustments, fine-tuning and touch-ups.
4. Providing proper off-site removal of packing materials, boxes and containers.
5. Delivering furniture to the Authority in a timely and orderly fashion during normal business hours, Monday through Friday, 8:00 am – 5:00 pm unless otherwise agreed upon.

E. Cost Reduction/Increased Efficiency:

1. Providing recommendations for cost reductions and process efficiencies in product offering, maintenance, delivery, etc.

F. Additional Services may include:

1. Consult with VIHFA/CDBG-DR-STX personnel for determining appropriated cabling, electrical routing, and layouts for furniture.
2. Final cleanup – removal of all packing materials from site.
3. The SELLER shall carry out and complete said work in every respect in accordance with this RFQ and any associated agreement documents and with the direction of, and to the satisfaction of, VIHFA.

2. PURCHASE PRICE:

- (a) The purchase price for the office furniture to be delivered under this Agreement shall be in an amount not to exceed Sixty Thousand Seven Hundred Sixty-Two



Dollars and Twenty Cents (\$60,762.20). SELLER shall submit its invoices for the furniture in conformity with Appendix A.

- (b) VIHFA's performance and obligation to pay under this Agreement is contingent upon the availability of applicable disaster recovery funds. VIHFA shall be the final authority as to the funds for this Agreement and as to what constitutes "applicable funding" to complete this Agreement. If any such funds are not made available for the Agreement purpose, such event will not constitute a default on VIHFA. VIHFA will notify SELLER in writing at the earliest possible time if funds are not appropriated or available. The cost for items purchased under this Agreement to be paid is not eligible for reimbursement from any other funding source.

3. SHIPMENT AND DELIVERY TERMS:

- (a) SELLER will arrange for transport of the furniture, at SELLER's expense, to VIHFA at the following delivery address: 56 & 56A King Street, Hamilton House, St. Croix, USVI.
- (b) Shipment will be via delivery duty paid. Delivery to be made to 56 & 56A King Street, Hamilton House, St. Croix, USVI.
- (c) SELLER will provide appropriate notification to VIHFA prior to shipment to enable VIHFA or a third-party inspection company of choice, to inspect the goods prior to shipment, if required.
- (d) SELLER will retain title to, and risk of loss for, the containers until they are delivered to VIHFA.

4. DELIVERY SCHEDULE:

- (a) Time is of the essence in performing this Agreement, and SELLER will ensure that the furniture is delivered to the delivery address no later than six weeks after the execution of this Agreement. SELLER will not be held responsible for delays from manufacturer due to production issues beyond SELLER's control.
- (b) A penalty of 5% will be charged for every week delayed, except as noted per paragraph 4(a).

5. PACKAGING:

The containers must be properly packed to prevent damage of any kind and packing must accompany the shipment to indicate contents of each shipment. Packages should be properly labeled to indicate Shipper's name, Consignee and Purchase Order Number.

6. REPRESENTATION, WARRANTIES AND COVENANTS BY SELLER:

The SELLER represents, warrants, and covenants as follows:

- (a) SELLER is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.



- (b) SELLER will remain in good standing and qualified to do business under the laws of the Territory, including maintenance of a valid V.I. business license.
- (c) SELLER will not cease doing business, dissolve or otherwise dispose of all or substantially all of SELLER's assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into SELLER.
- (d) SELLER has the power to execute, deliver and perform, and enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery, and performance of this Agreement.
- (e) The execution and delivery of this Agreement the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions, or provisions of any legal restrictions or any agreement or instrument to which the SELLER is now party or by which SELLER is bound or constitute a default under any of the foregoing.
- (f) No information, statement, or report furnished in writing by the SELLER in connection with the negotiation of, or performance under, this Agreement and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

7. SELLER RESPONSIBILITY:

- (a) SELLER shall supervise and direct the delivery and installation of furniture by its employees.
- (b) SELLER shall be responsible for its performance and that of its Vendors. Unless otherwise specified in this Agreement, the SELLER will provide for and/or pay for all labor, materials, equipment, tools, machinery, transportation, and other goods, facilities, and services necessary for the proper execution and completion of the work within its scope.

8. PAYMENT PROCESS:

- (a) Invoices shall be permitted per Appendix A.
- (b) Purchase price shall be invoiced per Appendix A. Full or partial payment will be made upon satisfactory delivery, installation, and acceptance of the furniture, and other services. VIHFA will notify SELLER of any disputes within fifteen (15) days.
- (c) All invoices and other necessary documents shall be sent to the attention to the following representative of VIHFA:

Royan Robinson
Director of Finance – CDBG-DR
Virgin Islands Housing Finance Authority 1110
Beltjen Road, Suite 200
St. Thomas, U.S. Virgin Islands 00802
rrobinson@vihfa.gov



(d) Indemnification: Should the SELLER, after receipt of payment of invoices from the VIHFA fail to pay in a timely manner all persons who have fulfilled their obligations to perform labor and/or furnish materials pursuant to the work provided for herein, including by way of example SELLER's employees, and furnishers of furniture, then SELLER agrees to indemnify VIHFA for said payment(s). Timely payments from SELLER to its Vendors shall mean within three (3) business days of receiving payment from VIHFA.

9. DUTIES, TAXES, CUSTOMS CLEARANCE:

SELLER is responsible for paying all applicable sales, export and import duties and taxes, whether in country of origin or any transit country, and ensuring that all necessary licenses or customs clearances are obtained.

10. RIGHT OF INSPECTION:

VIHFA shall have the right to inspect the furniture on arrival and, within seven (7) business days after delivery, VIHFA must give notice to SELLER of any claim for damages on account of condition, quality or grade of furniture; and VIHFA must specify the basis of the claim in detail. The SELLER shall be provided fifteen (15) days to cure and/or address any claims.

11. AMENDMENTS:

The VIHFA may at any time with written notice to the SELLER, request changes within the scope of services of this Agreement. Such changes may include modifications, additions or expansion of the contracted services. VIHFA may also amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons.

The SELLER may submit to the VIHFA a request for a change in scope of work under this Agreement. The SELLER will prepare a detailed written description of the change request and a proposed price of making such change. If the Authority does not agree with the need for the change or with its price, the Authority can decline its acceptance with no cost obligation incurred. If the Authority agrees to the change, the Authority will negotiate with the SELLER and agree to a firm fixed price for the change. The SELLER will not be authorized to proceed until a properly executed amendment is in place.

Amendments to this Agreement must be in writing and must be signed by a duly authorized representative of the parties to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

12. PROFESSIONAL STANDARDS:

The SELLER will complete all work in accordance with standard practices in the industry and the work shall conform with any and all laws and regulations which

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apply to the goods to be delivered and work to be performed, whether or not explicitly covered in the Agreement. SELLER warrants that the furniture shall be fit for the purposes for which it is intended.

13. ASSIGNMENT:

The SELLER shall not sub-contract or assign any part of the services under this Agreement without the prior written approval of VIHFA.

14. NON-DISCRIMINATION:

The SELLER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Such actions will include but shall not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. RETENTION OF RECORDS:

All records shall be retained for a minimum of three (3) years from termination or expiration of this Agreement, unless notified in writing to extend the retention period. Records shall be made available, without charge, for review within ten (10) days of request by the VIHFA.

16. TERMINATION:

A. Termination/Suspension for Cause

Notwithstanding any other provision of this Agreement, the Authority may, after giving reasonable written notice specifying the effective date, may suspend or terminate this Agreement in whole or in part if SELLER materially fails to comply with any material term of this Agreement, which shall include, but not be limited, to the following:

- i. The violation of any of the material terms or conditions of this Agreement.
- ii. The making of any material misrepresentation by the SELLER in the furnishing of any information to the VIHFA.
- iii. Repeated failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directive as may be applicable at any time.
- iv. Failure, due to SELLER's negligence or wilful misconduct of SELLER to fulfill in a timely and proper manner the obligations under this Agreement.



B. Termination for Convenience

VIHFA may terminate this Agreement at any time by giving at least sixty (60) days prior written notice to the other Party. SELLER shall be entitled to payment for services performed and goods provided up to the date of termination contained within the notice, to the extent that the services have been satisfactorily performed and goods are accepted; plus, reasonable termination and other costs incurred at the time of termination.

C. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of disaster recovery funds to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the VIHFA for fulfillment of the Agreement terms shall constitute reason for termination for convenience of the Agreement by either Party. SELLER shall be paid for all authorized services properly performed and good provided to Termination plus reasonable termination and other costs incurred at the time of termination.

17. PROCEDURE FOR TERMINATION:

The VIHFA may terminate this Agreement by notifying the Seller in writing at least sixty (60) days before the delivery date upon which termination shall be effective. Upon termination and the effective date thereof, all charges incurred shall be paid by the Authority upon submission of an invoice by the Seller.

18. FORCE MAJEURE:

The SELLER shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the SELLER's reasonable control and the SELLER gives notice to VIHFA immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement. Seller may be entitled to an equitable adjustment in schedules and unit prices in the foregoing circumstances.

19. RISK OF LOSS:

The risk of loss from any casualty to the goods, regardless of the cause, shall be on the seller until the goods have been delivered and accepted by VIHFA.



20. INDEMNIFICATION:

The SELLER shall indemnify, defend and hold harmless VIHFA, its property, consultants, employees, and the funding agency harmless from and against all claims, damages, losses, and expenses, direct, indirect or consequential, arising out of or resulting from the SELLER's services and delivery of goods, or otherwise caused in whole or in part by any negligent act or omission of the SELLER, any person or organization directly or indirectly employed by them to perform or furnish any of the services and goods to be delivered or anyone for whose acts any of them may be liable, regardless of the negligence of such party.

21. FALSE CLAIMS:

The SELLER warrants that it shall not, with respect to this Agreement, make or present any false claim upon or against VIHFA. The SELLER acknowledges that making such a false, fictitious, or fraudulent claim is an offense under both the Virgin Islands and federal law.

22. CONFLICT OF INTEREST:

The SELLER covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Agreement.

23. WARRANTY OF NON-SOLICITATION:

The SELLER expressly warrants that it has not employed any person to solicit or obtain this Agreement on its behalf, or cause or procure the same to be obtained upon compensation in any way, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the agreement price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this agreement. Breach of this warranty shall give VIHFA the right to terminate this Agreement or, in its discretion, to deduct from the Purchase Cost.

24. INDEPENDENT SELLER:

Seller shall perform this Agreement as an independent SELLER and nothing herein contained shall be construed to be inconsistent with this relationship or status. The SELLER shall be responsible for the supervision of SELLER's employees, and authorized representatives, if any.



25. LIABILITY OF OTHERS:

Nothing in this Agreement shall be contained to impose any liability upon VIHFA, or to persons, firms, associations, or corporations engaged by the SELLER as servants, agents, independent SELLER, or in any other capacity whatsoever, or to make VIHFA liable to any such persons, firms, associations or corporation for the acts, omissions, responsibilities, obligations and taxes of SELLER of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the SELLER, its servants, agents or independent SELLER.

26. NOTICE:

Any notices required or permits 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:

VIHFA: Eugene Jones, Jr., Executive Director
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447
Email: ejones@vihfa.gov

Contractor: Scott Barber, President
Universal Business Supplies
8197 Subbase
St. Thomas, VI 00802
Email: Scott@ubsupplies.com

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

27. TAXES:

SELLER is responsible for payment of all applicable federal and local Territorial taxes, including any taxes of any out-of-state employees who are currently assigned to this project and are working within the Territory.

(a) GROSS RECEIPT TAXES: Title 33 VIC Ch. 3, §44, as amended¹; requires VIHFA, when making a payment under this Agreement, to deduct and withhold

¹ (a) The Government of the Virgin Islands including its instrumentalities, agencies and public corporations, when making a payment as defined under subsection (b) of this section to any person, partnership, firm, corporation, or other business association that is subject to the payment of gross receipts tax under the provisions of this title, shall deduct and withhold from such payment gross receipts tax equal to four percent of such payment. Such tax shall be paid to the Virgin Islands Bureau of Internal Revenue within days of the last day of the calendar month during which such tax was withheld on forms to be provided by the Virgin Islands Bureau of Internal Revenue.

(b) For purposes of withholding under this section, "payment" is defined as the following:



from such payments, gross receipt taxes as required by law at 33 VIC Section 43(a) for each payment for Work performed in the Virgin Islands. It is agreed between the Parties that for the purposes of complying with Title 33, Ch. 3, Section 44 of the Virgin Islands Code, VIHFA shall withhold and forward to the Virgin Islands Bureau of Internal Revenue (“VIBIR”) such amount as required by the law at 33 VIC Section 43(a) or any amendments thereto.

- (b) The SELLER agrees that the calculation and payment of gross receipts taxes shall be its sole responsibility. The Authority shall not be responsible in any way for any miscalculation, or additional assessments by the VIBIR resulting from Work performed under this Agreement. In the unlikely event any

28. FUND USE:

SELLER agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Government of the U.S. Virgin Islands.

SELLER shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. SELLER shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award.

29. GOVERNING LAW AND REVENUE:

This Agreement shall be governed by the laws of the United States Virgin Islands and venue for any action between the VIHFA and SELLER which relates to this Agreement shall be in the United States Virgin Islands.

30. SEVERABILITY:

If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of the United States Virgin Islands, it shall be regarded as stricken and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31. ENTIRE AGREEMENT:

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- (1) any single payment of at least \$30,000; and
(2) any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.



This Agreement and any attachments thereto constitute the entire agreement between the parties hereto and all prior understandings or communications, written or oral, with respect to the project that is the subject of this Agreement are merged herein. In the event of a conflict or inconsistency between any of the Agreement Documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement and all amendments; then
2. Exhibits and Attachments hereto; then
3. Terms of SELLER's proposal.

32. COUNTERPARTS:

This Agreement may be signed in counterparts, each of which will be deemed an original.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, caused these presents to be executed as of the day and date first written above.

WITNESS:

Signature: x Judith Barber
Print Name: x Judith Barber

SELLER:
**UNIVERSAL BUSINESS
SUPPLIES, INC.**

Scott Barber
Scott Barber, President

DATE: 4/30/24
5/10/24 (circled)

WITNESS:

Signature: Chris Cornish
Print Name: CHRIS CORNISH

ACKNOWLEDGEMENT

On this 10 day of May, 2024, before me, the undersigned officer, personally appeared Scott Barber, who acknowledged himself/herself to be the person of Universal Supplies being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of Scott Barber

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



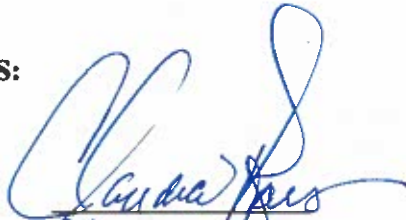
Clive C. Rivers
Notary Public
Commission Expires: 9/10/2027

Clive C. Rivers, Esq.
Notary Public
LNP-160-23
My Commission Expires: September 10, 2027
St. Thomas/St. John, U.S. Virgin Islands

WITNESS:

Signature:

Print Name:


Claudia Parson

**VIRGIN ISLANDS HOUSING
FINANCE AUTHORITY**



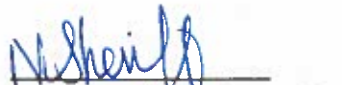
Eugene Jones, Jr.
Executive Director

DATE: 5/24/2024

WITNESS:

Signature:

Print Name:


Nadaisha Sheriff

Reviewed for Legal Sufficiency:



Vanessa Hewitt-Quinland, Esq.
Special Counsel

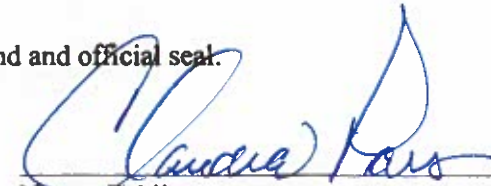
DATED: April 19, 2024

ACKNOWLEDGEMENT

On this 24 day of May, 2024, before me, the undersigned officer, personally appeared Eugene Jones, Jr., who acknowledged himself/herself to be the Executive Director of VIHFA being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of Eugene Jones, Jr.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)



Notary Public

Commission Expires: _____



Claudia Y. Parson
Government Notary
St. Croix, U.S. Virgin Islands
GNP-13-20
Commission Expires At the Pleasure of
the Lieutenant Governor