

SERVICE AGREEMENT

THIS AGREEMENT is made as of the 31 day of May, 2024 (the "Effective Date"), in the Territory of the 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 the "**Authority**" or "**VIHFA**"), and **NTEK SECURITY SOLUTIONS, LLC**, a U.S. Virgin Islands limited liability company, whose address is 162 I Whim, Frederiksted, St. Croix, U.S. Virgin Islands 00840 (hereinafter the "**Contractor**"). The VIHFA and Contractor may be referred to collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, the Authority is in need of a qualified and licensed firm to install magnetic locks, exit button, access control card reader and printer as well as program and configure the Access Panel system (hereinafter referred to as the "Scope of Work," "Work," or "Project"); and

WHEREAS, the VIHFA solicited quotes from multiple vendors to perform the work; and

WHEREAS, the Contractor submitted the lowest bid to complete the Work for Fourteen Thousand Nine Hundred Forty and 00/100 (\$14,940.00) Dollars; and

WHEREAS, the Chief Financial Officer approved a request to select Contractor to complete the Work; and

WHEREAS, the Authority desires to engage the services of Contractor to perform the Work, and the Contractor agrees to do so on the terms and conditions hereinafter specified.

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

1. **SCOPE OF SERVICES:** The Contractor shall be responsible for furnishing all labor, tools, materials, equipment, miscellaneous supplies, and services necessary to complete the Project as described in **Exhibit 1**.
2. **COMMENCEMENT DATE:** The Contractor agrees that time is of the essence and will commence work no later than ten (10) calendar days after the date that the Notice to Proceed is issued.
3. **COMPLETION DATE:** The Contractor shall complete the work no later than sixty (60) calendar days.

3.1 The VIHFA has an option to extend the term of the contract for similar term subject to satisfactory performance.

3.2 The VIHFA reserves the right to modify and/or terminate the contract if the Contractor fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes available.

4. COMPENSATION:

(a) The VIHFA, in consideration of the Contractor's satisfactory performance of the Scope of Services described on pages 2 to 7 above shall pay the Contractor as compensation for the services rendered under this contract an amount not to exceed **Fourteen Thousand Nine Hundred Forty and 00/100 (\$14,940.00) Dollars**. Contractor shall submit invoices for work performed that conform to the Contractor's bid dated April 15, 2024. It is expressly understood and agreed that in no event shall the amounts that the VIHFA pays the Contractor under this Contract exceed the amount and conditions made a part of this Contract unless expressly agreed to in writing.

(b) VIHFA's performance and obligation to pay under this Contract is contingent upon the availability of applicable funding. VIHFA shall be the final authority regarding the availability of funds for this Contract and what constitutes "applicable funding" to complete this Contract. If any such funds are not made available for the Contract purpose, such an event will not constitute a default on VIHFA. VIHFA will notify Contractor in writing at the earliest possible time if funds are not appropriated or available. Upon notification, VIHFA shall pay Contractor for all work performed to date under the Scope of Work, and Contractor will stop work immediately.

5. BILLING: The Contractor shall submit monthly invoices to the Authority for services performed by Contractor during each billing period. Payment of each Invoice shall be due thirty (30) days following receipt of the Invoice. Invoices shall be forwarded to the following contact and address:

Valdez Shelford
Chief Financial Officer
Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447
vshelford@vihfa.gov

6. FORCE MAJEURE: The Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the VIHFA 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

Contractor's Initials: WS

Authority's Initials: [Signature]

respective duties under the Contract. Contractor shall be entitled to an equitable adjustment in schedules and unit prices in the foregoing circumstances.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS BY CONTRACTOR:

The Contractor represents, warrants, and covenants as follows:

(a) Contractor is duly organized and existing and authorized, qualified, and licensed to do business in the U.S. Virgin Islands.

(b) Contractor will, during the term of this Contract remain in good standing and qualified to do business under the laws of the U.S. Virgin Islands, including maintenance at all times of a valid business license.

(c) Contractor will not cease doing business, dissolve or otherwise dispose of all or substantially all of Contractor'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 Contractor without the prior written consent of the Authority.

(d) Contractor has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

(e) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract 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 contract or instrument to which Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

(f) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Contract 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.

(g) Contractor has obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

8. CONTRACTOR RESPONSIBILITY: Contractor shall supervise and direct the work of its employees. The Contractor agrees to maintain the professional standards applicable to its profession. The Contractor shall be responsible for its performance and that of its vendors. Unless otherwise specified in this Contract, the Contractor 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 in this Contract.

Contractor's Initials: WJ

Authority's Initials: [Signature]

9. PROFESSIONAL STANDARDS: The Contractor will complete all work in accordance with standard practices in the industry and the work shall conform with any and all law and regulations which apply to the work being performed, whether or not explicitly covered in the Contract. Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

10. INDEPENDENT CONTRACTOR: The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. The Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

11. USE OF SUBCONTRACTORS: The Contractor is the single Prime Contractor and shall be responsible for contract performance as specified in this Contract whether or not subcontractors are utilized. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements. However, Contractor has total responsibility for the entire contract. If the Contractor intended to subcontract for portions of the work, the Contractor shall have identified in its RFP Response any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Contractor is also required for any subcontractor. The Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Contractor and the VIHFA. Unless provided for in the contract with the VIHFA or set forth in the RFP Response, the Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

The Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

12. ASSIGNMENT: Unless as otherwise set forth in this Contract, the Contractor shall not subcontract or assign this contract without the prior written consent of the Authority.

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

14. OWNERSHIP OF DATA: VIHFA will retain ownership of any data, information or intellectual property furnished to Contractor in connection with this Contract. VIHFA will own any reports, data, or other information that results from the services to be performed, including without limitation GIS updates (in both machine-readable form and in source code form), raw data, and other information, used to perform environmental reviews, assessments and testing services. Contractor shall provide information on a regular basis at no additional cost for the transmittal or upload of any requested data or information.

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Authority's Initials: [Signature]

15. **NON-DISCLOSURE:** Except for disclosure to VIHFA or its representatives, the reports, work papers and records, including information and data prepared or assembled by the Contractor under this Contract, shall be held confidential by the Contractor and shall not be made available or otherwise disclosed to any third party without the prior written approval of VIHFA unless required to disclose information by order of a court of competent jurisdiction or other administrative authority.

16. **INDEMNIFICATION:** Each Party (the "Indemnifying Party") shall be fully liable for the actions of its agents, employees, partners or sub-contractors and shall fully indemnify, hold harmless, and defend the other Party, its director, owners, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties ("Claims"), which Claims are caused by or arise from the services performed by the Indemnifying Party, its agents, employees, partners or sub-contractors..

17. **INSURANCE:** The Contractor shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Contractor, including policy coverage periods. The Contractor shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will insure all operations.

- **General Liability Insurance** – Contractor shall obtain, maintain and provide the Authority with proof that it has in place General Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000.00) Dollars**. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured" via an endorsement as follows:

Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas, U.S. Virgin Islands 00802-6447

- **Professional Liability Insurance (E&O)** – Contractor shall obtain, maintain and provide proof that it has in place Professional Liability Insurance in an amount no less than **Five Hundred Thousand (\$500,000.00) Dollars** per claim. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured" via an endorsement as follows:

Virgin Islands Housing Finance Authority
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- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – Contractor shall obtain and have in place Workers' Compensation Insurance coverage at the statutory limit within.

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Authority's Initials: JS

All insurance shall be carried with companies that are financially responsible and licensed to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the contract is in effect. The Respondent must maintain coverage during the life of the contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

18. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

19. WAIVERS AND AMENDMENTS: No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

20. RIGHT TO WITHHOLD: If work under this Contract is not performed in accordance with the terms hereof, the Authority shall duly notify Contractor in writing of the deficiencies causing the non-performance. Contractor shall have thirty (30) days to remedy the deficiencies. After thirty (30) days, if the deficiencies have not been remedied, the Authority will have the right to withhold any payment due to Contractor associated with the deficiencies until such time as the deficiencies are cured. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

21. TERMINATION: Either party may terminate the parties' contract with or without cause with thirty (30) calendar days written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate Contractor's services, in whole or in part, for failure of Contractor to perform its obligations under this Contract. In such event, Contractor shall be liable for damages as authorized by law.

22. NON-DISCRIMINATION: No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, religion, sexual orientation, or national origin.

23. FALSE CLAIMS: Contractor warrants that it shall not, with respect to this Contract, make or present any false claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim(s) is an offense under the Virgin Islands law and federal law.

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Authority's Initials: [Signature]

24. CONFLICT OF INTEREST: Contractor 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 Contract.

25. WARRANTY OF NON-SOLICITATION: Contractor expressly warrants that it has not employed any person to solicit or obtain this Contract 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 Contractor hereunder; and that it has not, in estimating the Contract 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 Contract. Breach of this warranty shall give the Authority the right to terminate this Contract, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees.

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

Authority: Virgin Islands Housing Finance Authority
3202 Demarara Plaza, Suite 200
St. Thomas U.S. Virgin Islands 00802
Attention: Eugene Jones, Jr., Executive Director

Contractor: NTEK Security Solutions, LLC
P.O. Box 3199
Frederiksted, U.S. Virgin Islands 00840
Attention: Wilson Jerome, Owner

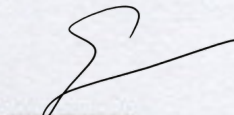
Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

27. GOVERNING LAW AND VENUE: This Contract shall be governed by and construed in accordance with the laws of the Territory of the United States Virgin Islands (without regard to any conflict of law provisions). Venue for any action between the Authority and Contractor which relates to this Contract shall be in the United States Virgin Islands.

28. SEVERABILITY: If any provision(s) of this Contract 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.

29. COUNTERPARTS: This Contract may be executed in counterparts, each of which will be deemed an original.

Contractor's Initials: WS

Authority's Initials: 

30. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

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: Mic Ozge

Print Name: MIRIAM ENZEBE

NTEK SECURITY SOLUTIONS, LLC

Signature: W. Jerome

Wilson Jerome, Owner

DATE: 5/16/2024

WITNESS:

Signature: Judith Revan

Print Name: Judith Revan

Signature: Douglas L. Capdeville
DOUGLAS L. CAPDEVILLE
Notary Public
St. Croix, U.S. Virgin Islands
LNP-100-21
My Commission Expires: March 17, 2025

WITNESS:

Signature: Claudia Parson

Print Name: Claudia Parson

**VIRGIN ISLANDS HOUSING
FINANCE AUTHORITY**

Signature: Eugene Jones, Jr.

Eugene Jones, Jr., Executive Director

DATE: 5/31/2024

WITNESS:

Signature: Shania Rivera

Print Name: Shania Rivera

Reviewed for Legal Sufficiency:

Signature: Nycole Thompson

Nycole A. Thompson, Esq.

Legal Counsel

DATE: 05/14/2024

EXHIBIT 1
Scope of Work and Quotation

Contractor's Initials: _____

Authority's Initials: _____

NTEK SECURITY SOLUTIONS LLC

P.O BOX 3199

FREDERIKSTED VI 00840

Phone # 3402265399

billing@ntekvi.com

Quotation

Date	Estimate #
4/15/2024	525-1143



NTEK SECURITY SOLUTIONS



Vihfa-STT 3202 Demarara Plaza Suite 200 St. Thomas VI 00802

Vendor #	Name
Rep	WJ

Description	Qty	Rate	Total
Installation of programming and Configuration End User Support and Training--Installation and Programming of Access control System	40	125.00	5,000.00
NXT MULLION READER	4	225.00	900.00
DOOR NXT Xtreme 4 Door TCP/IP Controller	1	1,795.00	1,795.00
Enforcer Exit Button	4	95.00	380.00
Seco-Larm Enforcer Magnetic Lock	1	265.00	265.00
Altronix Access Control Power Supply 12vdc with battery	1	600.00	600.00
DTC4250e dual-sided printer with USB Cable,, EZ - full-color ribbon cartridge (250 images), 300 UltraCard™ PVC cards,	1	6,000.00	6,000.00
STT PROJECT		Total	\$14,940.00

Signature _____