

**CONTRACT FOR OFFICE JANITORIAL SERVICES
for Federal Programs Office on St. Thomas**

THIS CONTRACT is by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas Virgin Islands 00802 (hereinafter the "Authority"), and **VIRGIN ISLANDS CLEANING SERVICES ENTERPRISE, LLC**, whose address is 260-25 Anna's Retreat, St. Thomas, U. S. Virgin Islands 00820 (hereinafter the "**Contractor**"). Each party may be referred to in the singular as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Authority is in need of the services of a Contractor to perform janitorial services of the Authority's Federal Programs Office located at 3202 Demarara Plaza, Bay 6, St. Thomas, U.S. Virgin Islands; and

WHEREAS, the Authority solicited quotes from two (2) contractors to provide the services; and

WHEREAS, bids were received from them and the Contractor was selected as the lowest responsive bidder; and

WHEREAS, the Authority desires to enter into a contract with the Contractor for provision of the services; and

WHEREAS, the Contractor represents that it is willing and capable of providing the Services.

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. SERVICES/WORK TO BE PERFORMED: The Contractor is responsible for performing the following services:

- (a) Propose a monthly work schedule that meets the needs of the subject property and provide said schedule to the Manager of Rental Properties or her designee for approval. Any deviation from the approved schedule must be communicated no later than 24 hours prior to the schedule deviation.
- (b) Propose a monthly schedule that meets the needs of the subject property and provide said schedule to the Manager of Rental Properties or her designee for approval. Any deviation from the approved schedule must be communicated no later than 24 hours prior to the schedule deviation.
- (c) Promptly report any broken or missing items to the Manager of Rental Properties upon

discovery. Additionally, the Contractor must provide two-week notice of when supplies need to be restocked. All reports regarding supplies should be submitted to the VIHFA Rental Housing Coordinator or her designee.

- (d) Complete a monthly assessment of work being completed by his/her employees.
- (e) Provide general cleaning services to the office spaces including but not limited to desks, computers, printers, telephones, countertops, file cabinets, bookshelves and other office furniture.
- (f) Provide general cleaning services to any common spaces including but not limited to reception/lobby areas, walkways and stairways.
- (g) Provide trash removal services including but not limited to emptying all paper shredders, waste and trash containers and replacing liners. This includes cleaning the waste containers, if necessary. Remove all trash from receptacles located on the subject property.
- (h) Dust and clean all furniture, including desks, chairs, credenzas, computer tables, telephone tables, file cabinets, pictures, maps, telephones, computers, lamps, and other common things found in an office environment. All furniture shall be free of dust, direct and sticky surfaces and areas.
- (i) Sweep all floor areas including damp mopping of areas such as tile, floors, any staircases and public areas. Floors shall be free of dust, mud, sand, footprints, liquid spills and other debris. Chairs, trash receptacles and easily movable items shall be tilted or moved to clean underneath. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue or any evidence of remaining dirt or standing water.
- (j) When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs and easily movable items shall be moved to sweep underneath and then replaced in the original position.
- (k) Remove any marks or fingertips from all entrance glass, doors and windows, including entrances, elevator doors, walls, doors, door frames, windows and window frames, frames, glass desk protectors, receptionist booth and partitions.
- (l) Clean kitchen/lunchroom area, if any, including but not limited to damp wipe the dining tables and chairs, countertops and outside of the cupboards, and inside and outside of the range and oven, microwave, refrigerator, and coffee maker/pot.
- (m) Empty all wastepaper baskets, replace plastic wastepaper basket linings, and return items where they were located.

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- (n) Clean the Training Room/Conference Room, if any, including but not limited to damp wipe or polish tables, chairs and other items when necessary.
- (o) Thoroughly clean toilets, bathrooms, mirrors and facilities using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap scum, mold, and smudges. The Contractor shall refill paper towels, toilet paper and soap in all bathrooms. The Contractor shall check those areas used by personnel to ensure that the facilities are always clean and neat.
- (p) Organize supplies in the janitorial storage space or utility closet. Area must always be kept clean and orderly.
- (q) Sweep debris from walkways and driveways, if any.
- (r) Clean all exterior and catch compartments of water coolers smoothly.

1.1 Weekly Cleaning Requirements: Every week, the Contractor shall:

- Polish all surfaces including doors, window handles and plaques.
- Spot clean baseboards and walls
- Dust windowsills and blinds.
- Sweep exterior walkways and entrances.
- Clean interior and exterior of microwave.

1.2 The Contractor agrees to furnish all labor, equipment, materials and services necessary to perform and complete the work. The VIHFA and the Contractor may agree to changes in or in addition to the Scope of Services. However, no changes shall be valid unless in writing and signed by both parties.

2. TERM: This Contract shall be for a term of **one (1) month**.

3. EFFECTIVE DATE: The effective date of the Contract is **July 31, 2024**.

4. EXPIRATION DATE: The expiration date of the Contract is **August 30, 2024**.

5. WORKMANSHIP/WARRANTY: The Contractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's trade and the work shall conform to all applicable codes and regulations which apply to the work to be performed. The Contractor warrants that the final product of Contractor's work shall be fit for the purposes for which it is intended.

6. COMPLETION & EXTENSION OF CONTRACT WORK: The Authority shall extend the completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of the Authority or its agents or employees other than the Contractor. The extension shall equal the length of the delay by any of the above factors. However, there shall be no


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extensions to the completion date without the prior written consent of the Authority. Upon the expiration of the current term, so long as the Contractor has performed this Contract satisfactorily, the Authority reserves the right to extend the Contract for an additional similar term.

7. **COMMENCEMENT OF WORK:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the effective date.

8. **COMPENSATION:** The Authority agrees to pay the Contractor the sum of **Eight Hundred Forty and 00/100 Dollars (\$840.00)** monthly in consideration of the Contractor's satisfactory performance of the services and for a total amount not to exceed Eight Hundred and Forty Dollars (\$840.00).

Payment shall be made upon satisfactory completion of the work to be done pursuant to this Contract.

9. **CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be performed including labor and materials to be furnished for the completion of the Contract. Contractor further represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:

The Contractor covenants that:

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

(b) It will, during the term of this Contract, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its 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 it without the prior written consent of the Authority.

(c) It 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.

(d) 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.

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11. **LIEN WAIVERS:** The Contractor agrees to protect, defend and indemnify the Authority from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract and shall execute a Lien Waiver upon receipt of each payment.

12. **HOLD HARMLESS:** The Contractor shall agree to defend, indemnify and hold, the Authority, harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorneys' fees) and causes of action of whatsoever character which the Authority may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Authority. Contractor shall provide the Authority a copy of Contractor's insurance binder evidencing coverage for liability and personal injury.

13. **INSURANCE:** The Contractor shall obtain, maintain and provide proof that it has in place Liability Insurance in an amount no less than Three Hundred Thousand (\$300,000.00) Dollars. The insurance policy shall name the Authority as an "Additional Insured."

14. **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. Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

15. **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.

16. **ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

17. **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.

18. **RIGHT TO WITHHOLD:** If work under this Contract is not performed in accordance with the terms hereof, the Authority will have the right to withhold, out of any payment due to

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Contractor, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

19. **TERMINATION:** Either party will have the right to terminate this Contract with or without cause on thirty (30) calendar days written notice to the other party before the effective date of such termination.

20. **PARTIAL TERMINATION:** The performance of work under this Contract may be terminated by the Authority in part whenever the Authority shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties of this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

21. **FALSE CLAIMS:**

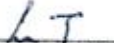
(1) The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

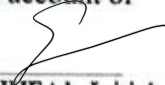
(2) The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Contractor acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

22. **CONFLICT OF INTEREST:** The 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.

23. **WARRANTY OF NON-SOLICITATION:** The 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 manner, 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 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 VIHFA the right to terminate this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

24. **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


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race, creed, color, religion, sexual orientation, or national origin.

25. **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, No. 3, Suite 200
St. Thomas, U.S. Virgin Islands 00802
Attention: Eugene Jones, Jr.,
Executive Director

Contractor:

Virgin Islands Cleaning Services Enterprise, LLC
P.O. Box 11134
Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00801
Attention: Lleonie Thomas, 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:** This Contract shall be governed by the laws of the United States Virgin Islands and venue for any action between the VIHFA and Contractor which relates to this Contract shall be in the United States Virgin Islands.

28. **AUTHORIZED SIGNATORY:** Each Party represents and warrants that its signatory whose signature appears below has been and is on the date of this Contract duly authorized by all necessary corporate or other appropriate action to execute this Contract.

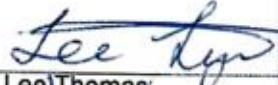
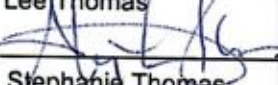
29. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.


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IN WITNESS WHEREOF, authorized representatives of the parties hereto sign this Contract on the dates stated below their signatures.

Witnesses:

 7/28/24
Lee Thomas
 7/28/24
Stephanie Thomas

**VIRGIN ISLANDS CLEANING
SERVICES ENTERPRISE, LLC**

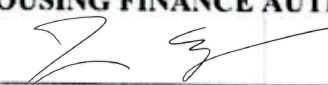

Leonie Thomas, Owner
Dated: 7/28/2024

Witnesses:


Claudia Pao

Sherry Pao

**VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY**


Eugene Jones, Jr., Executive Director
Dated: 7 / 30 / 2024

Reviewed for Legal Sufficiency:

 Dated: 7/22/2024
Nycole A. Thompson, Esq.,
Legal Counsel