

JANITORIAL SERVICES CONTRACT
for Demarara, Frenchtown Office & Federal Programs Office 2nd Floor

THIS CONTRACT FOR THE VIHFA OFFICE LOCATED AT 3202 DEMARARA PLAZA, SUITE 200, ST. THOMAS (“Contract”) is by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the “**Authority**”), and **JACKSON CLEANING SERVICES, LLC**, whose address is 4605 Tutu Park Mall, Suite 133, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the “**Contractor**”).

WITNESSETH

WHEREAS, and the Authority desires to engage a company to provide janitorial cleaning services for the Authority’s Demarara Plaza Office in Frenchtown and the Federal Programs Office located on the 2nd floor of the Authority’s Demarara Plaza Office; and

WHEREAS, the Authority solicited quotes from multiple companies to provide the services; and

WHEREAS, the Contractor submitted the sole bid in the amount of Three Thousand Five Hundred Eighty-Eight (\$3,588.00) monthly and Forty-Three Thousand Fifty-Six Dollars (\$46,056.00) annually; and

WHEREAS, on April 14, 2025, the VIHFA’s Executive Director approved a justification letter dated March 24, 2025 from the VIHFA’s Director of Facilities and Property Management to execute a contract with the Contractor to provide the necessary services; and

WHEREAS, the Contractor represented that is willing and capable to provide the necessary 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 will provide the services described for the Premises in **Exhibit 1** attached hereto. The Contractor agrees to furnish all labor, equipment, materials and services necessary to perform and complete the work. The Authority and the Contractor may agree to changes in or additions to the Scope of Services. However, no changes shall be valid unless in writing and signed by both parties.

2. TERM:

(a) The term for the Scope of Services is for one (1) year. The term commences on _____, **2025** and shall terminate on _____, **2026**.

(b) The Authority has the option to extend the term of the contract for a similar term subject to the Contractor's satisfactory performance.

3. EFFECTIVE DATE: The effective date of this Contract is _____, **2025**.

4. 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.

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 extensions to the completion date without the prior written consent of the Authority.

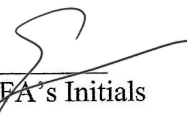
7. COMMENCEMENT OF WORK: The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the effective date.

8. COMPENSATION:

(a) *The Premises:* The Authority, in consideration of the satisfactory performance of the services described in **Exhibit 1** for the Premises, agrees to pay the Contractor the sum of **Three Thousand Five Hundred Eighty-Eight (\$3,588.00) monthly** and total compensation shall not exceed **Forty-Three Thousand Fifty-Six Dollars (\$43,056.00)** for the one (1) year term.

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


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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. The 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.

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. The Contractor shall


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provide the Authority a copy of Contractor's insurance binder evidencing coverage for liability and personal injury.

13. **INSURANCE:** The Contractor shall obtain and maintain the following insurance coverage for during the term of this Contract:

(a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the VIHFA, on a "per occurrence" basis with a minimum limit of not less than Three Hundred Thousand (\$300,000.00). Insurance policy shall name the Virgin Islands Housing Finance Authority as the certificate holder and additional insured via an endorsement and provide the VIHFA with a copy of Contractor's current liability insurance.

(b) **WORKERS' COMPENSATION INSURANCE:** The Contractor shall be required to obtain and have in place Workers' Compensation Insurance coverage and provide the VIHFA with a copy of Contractor's Workers' Compensation Insurance.

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. 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.

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


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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 Contractor, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising there from, 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 ten (10) calendar days written notice to the other party specifying the date of 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 ten (10) calendar days 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,


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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 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 Plaza, Suite 200,
St. Thomas U.S. Virgin Islands 00802
Attention: Eugene Jones, Jr., Executive Director

Contractor: **Jackson Cleaning Services, LLC**
4605 Tutu Park Mall, Suite 133
St. Thomas, U.S. Virgin Islands 00802
Attention: Gertrudis Jackson, President

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.

26. **GOVERNING LAW:** This Contract shall be governed by the laws of the Territory of the United States Virgin Islands.

27. **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.

28. **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, the parties, through their duly authorized representatives, hereto have signed this Contract on the date(s) written below.

WITNESSES:

Lauree Venzen
[Signature]

JACKSON CLEANING SERVICES, LLC

[Signature]
Gertrudis Jackson, President
Dated: 5 / 14 /2025

WITNESSES:

Claudia Paris
Hilbanna

VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY

[Signature]
Eugene Jones, Jr., Executive Director
Dated: 5 / 21 /2025

Reviewed for legal sufficiency:

Nycole Thompson
Nycole Thompson,
Legal Counsel

Dated: 4/29/2025

EXHIBIT 1
SCOPE OF SERVICES
The Premises

The Contractor shall provide the following janitorial services at the VIHFA's St. Thomas office located at 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802, which consists of approximately 6,900 sq. ft. of office space, including office spaces, a reception area, a Kitchen/Lunch Room, Training Room, a Conference Room, hallways and closets and exterior space, and the VIHFA's Federal Programs Office located on the 2nd floor of the Authority's Demarara Plaza office:

1. Clean the office spaces and reception area including but not limited to desks, computers, telephones, countertops, file cabinets, bookshelves and other office furniture. Provide general cleaning services to common spaces including but not limited to walkways, stairways and planters.
2. Empty all paper shredders, waste and trash containers then replace liners. This includes cleaning the waste containers if necessary. Remove all containers marked "TRASH". Remove all trash from receptacles located on the property.
3. Remove all dusts, spider webs, cobwebs, and debris shall be removed from all desks, computers, telephones, countertops, file cabinets, bookshelves, walls, ceilings, window sills and other surfaces.
4. Sweep all tiled areas. No dirt, debris or litter shall be left in corners, under desks or furniture or behind doors.
5. Damp mop all tiled areas. Damp mopping shall include removing all streaks, scuff marks, mop strands and other marks. The water used to mop must be fresh and changed daily.
6. Vacuum all carpeted areas/offices. The carpets shall be cleaned and free from dirt, dust and other debris. The carpets shall be vacuumed and shampooed once a year.
7. Buff/scrub the walkway floors downstairs quarterly and buff/scrub the off-white tiled areas of the office space bi-annually.
8. Clean all glass areas. Glass shall be cleaned and free of dirt, dust, grime, streaks, watermarks, fingerprints and spots.
9. Clean windows, blinds and vents periodically.
10. Clean exterior of office walkway and windows bi-annually.

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11. Clean the kitchen/lunchroom including but not limited to damp wiping the dining table, chairs, clearing and washing sinks and countertops as well as the toaster, toaster oven, refrigerator, range, microwave and outside of cupboards. All appliances except the refrigerator should be sanitized as well.
12. Clean the training room and conference room including but not limited to damp wiping or polishing tables, chairs, podium and other items when necessary.
13. Clean and deoderize all the bathrooms including but not limited to restocking all the bathroom dispensers as required.
14. Organize supplies in the Janitorial storage space or utility closet. Area must be kept clean and orderly at all times.


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