



SERVICE AGREEMENT

THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY and WILLIAMS ENTERPRISE

THIS AGREEMENT made as of the 9 day of September, 2025, in the Territory of the United States Virgin Islands, by and between **WILLIAMS ENTERPRISE**, having its principal place of business at 147-3 Carlton, Frederiksted, St. Croix, U.S. Virgin Islands 00840 (hereinafter the “**Contractor**”) and the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "Authority" or “**VIHFA**”). Each party may be referred to in the singular as “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, pursuant to Act no. 4636, the Authority was established to address the shortage of safe, sanitary, affordable housing for low-and moderate-income families in the U.S. Virgin Islands; and

WHEREAS, the Authority is in need of cleaning services for the Lagoon Complex Plot B, building 2 Main Offices, which include both the upstairs and downstairs areas; 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 Sixty-One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$61,920.00) annually; and

WHEREAS, on July 31, 2025, the Authority’s Executive Director approved a justification letter dated July 10, 2025, from the Authority’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 it is willing and capable of providing the necessary services in compliance with all local and federal laws, rules and regulations that apply to the implementation of this Contract; and

WHEREAS, the cost of this Contract is within the Executive Director’s spending authority without approval of the Authority’s Board of Directors.

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 follow:

Service Agreement
Williams Enterprise
Janitorial Services
Page 2

1. **SCOPE OF WORK:** The Contractor shall be responsible for furnishing all labor, tools, materials, equipment, miscellaneous supplies, and services necessary to perform the services described in **Exhibit 1** at the Lagoon Complex Plot B, building 2 Main Offices, which include both the upstairs and downstairs areas.

2. **COMMENCEMENT DATE:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the Notice to Proceed is issued.

3. **TERM:** The VIHFA will contract for a period of **one (1) year** from the date of the Notice to Proceed.

4. **COMPENSATION:** The Authority, in consideration of the satisfactory performance of the services described section 1 (“Scope of Work”) above, shall pay the Contractor **Five Thousand One Hundred Sixty Dollars and Zero Cents (\$5,160.00) monthly** and total compensation for services rendered under this Contract shall not exceed the **Sixty-One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$61,920.00)** for the one (1) year term.

4.1 The Authority agrees to remit payment to the Contractor within thirty (30) days of receipt of a properly submitted and approved invoice with complete itemization of the charges, including any and all supporting documentation.

4.2 The VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable. In addition, 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.

4.3 If the funding source for this Contract is federal, Contractor’s obligations under this Contract and VIHFA’s obligation to pay the Contractor for services performed under this Contract are contingent upon the availability of applicable funding. VIHFA shall be the final authority as to the availability of funds for this Contract and as to what constitutes “applicable funding” to complete this Contract. The Contractor is responsible for submitting to VIHFA, all required documentation for payment. If any such funds are not made available for the Contract purpose, such event will not constitute a default by VIHFA, but shall entitle Contractor to terminate if funds are not received and available to compensate Contractor for any period exceeding forty-five (45) days. Notwithstanding the foregoing, Contractor shall be paid for all costs and services incurred to the date of any such notification from the federal funding source to VIHFA regarding the non-availability of applicable federal funds.

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR: The Contractor covenants, warrants and 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 l-
Contractor’s Initials: DU VIHFA Initials: ES

Service Agreement
Williams Enterprise
Janitorial Services
Page 3

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.

(e) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or assurance 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.

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

(g) 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 and the Contractor represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

(h) The Contractor further represents that it shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the United States Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor in the United States Virgin Islands.

6. **INSURANCE:** The Contractor shall maintain 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) Dollars** for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Contractor operation under the contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as

Contractor’s Initials: DU

VIHFA Initials: ES

Service Agreement
Williams Enterprise
Janitorial Services
Page 4
follows:

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

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance policy within ten (10) working days after the execution of this contract.

Upon failure of the Contractor to furnish, deliver and maintain such insurance, this contract, at the election of the VIHFA may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

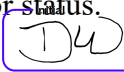
Contractor's subcontractor and /or subconsultant shall also carry the insurance required by this Contract in the amount usual and customary for work in the industry subject to normal deductibles and covenants that subcontractor and/or subconsultant will maintain such coverage during the term of this Contract. The Subcontractor's and/or subconsultant's liability insurance policy shall name the VIHFA as an "Additional Insured".

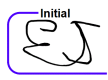
7. **WORKERS' COMPENSATION INSURANCE:** Contractor shall obtain and maintain Workers' Compensation Insurance coverage for the term of this Contract and provide the VIHFA with a copy of Contractor's Workers' Compensation Insurance Certificate.

8. **INDEMNIFICATION:** The Contractor 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 directly arising as a result of Contractor's work or otherwise caused in whole or in part by any breach of this Contract or negligent act or omission of the Contractor's subcontractor (s), any person or organization directly or indirectly employed by them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of the negligence of such party.

9. **DEBARMENT:** By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Authority for any progress payments heretofore made.

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.

Contractor's Initials: 

VIHFA Initials: 

Service Agreement
Williams Enterprise
Janitorial Services
Page 5

11. **USE OF SUBCONTRACTORS:** Contractor shall be responsible for all deliverables specified in the Scope of Work. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements. However, Contractor agrees that it has total responsibility for the entire Contract. 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 VIHFA. The Contractor shall not contract with any other party for any of the services herein contracted without the express 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. **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.


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

14. **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.

15. **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 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.

16. **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.

Contractor's Initials: 

VIHFA Initials: 

Service Agreement
Williams Enterprise
Janitorial Services
Page 6

17. **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 promptly upon Contractor's being actually aware of the 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 Contract. Contractor may be entitled to an equitable adjustment in schedules in the foregoing circumstances.
18. **FALSE CLAIMS:**
- (A) 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.
- (B) 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.
19. **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.
20. **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.
21. **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.
22. **NO COLLUSION:** Contractor shall not collude with other VIHFA vendors / service providers regarding VIHFA business or matters. Contractor shall not enter into any business relationships with other VIHFA service providers regarding VIHFA business or matters, without the approval of VIHFA, which approval may be withheld at VIHFA's sole discretion.
23. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied

Service Agreement
Williams Enterprise
Janitorial Services
Page 7

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.

24. **AUTHORIZED REPRESENTATIVE:** The person executing this Contract on behalf of Contractor affirmatively represents that he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and Contractor understand that the Authority is relying on this representation in entering into this Contract.

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:

Contractor: **Williams Enterprise**
P.O. Box 2907
Kingshill, U.S. Virgin Islands 00851
Attention: Darnell Williams, Owner

Authority: **Virgin Islands Housing Finance Authority**
100 Lagoon Complex, Suite 4
St. Croix, U.S. Virgin Islands 00840
Attention: Eugene Jones, Jr., Executive Director

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. **TAXES:** Contractor 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 V.I.C. Ch.3, §44, as amended¹, requires VIHFA, when making a payment under a contract, to deduct and withhold from such payments, gross receipts 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 Contractor agrees that the calculation and payment of gross receipts taxes shall be its sole responsibility. VIHFA shall not be responsible in any way for any miscalculation,

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 ten 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.

(a) For purposes of withholding under this section, “payment” is defined as the following:

(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.

Service Agreement
Williams Enterprise
Janitorial Services
Page 8

or additional assessments by the VIBIR resulting from work performed under this Contract. In the unlikely event any overpayment or underpayment is made to the VIBIR, the Contractor shall resolve such matter with VIBIR and inform VIHFA of the resolution thereof.

27. **SEVERABILITY:** In the event that one or more of the provisions of this Contract shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Contract, and this Contract 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.

28. **GOVERNING LAW AND JURISDICTION:** This agreement shall be governed by and construed pursuant to the laws of the United States Virgin Islands. The parties shall submit disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of the United States Virgin Islands.

29. **ENTIRE CONTRACT:** This Contract 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 Contract are merged herein. In the event of a conflict or inconsistency between any of the Contract Documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:

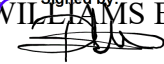
1. This Contract
2. VIHFA's Request for Solicitation
3. Contractor's Proposal

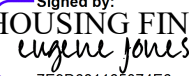
30. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which will be deemed an original.


31. **ELECTRONIC SIGNATURE:** The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with applicable local and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is legally binding equivalent to their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that is an electronic record or electronic signature or that it is not in its original form or is not an original.

Service Agreement
Williams Enterprise
Janitorial Services
Page 9

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date(s) written below.

Signed by:
WILLIAMS ENTERPRISE
By: 
729975C43AAA4BD...
Darnell Williams, Owner
Dated: 9 / 3 / 2025

Signed by:
VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY
By: 
7E9D681165074E6...
Eugene Jones, Jr., Executive Director
Dated: 09 / 09 / 2025

 Dated: 9 / 2 / 2025
Nycole A. Thompson, Esq.,
Legal Counsel

Service Agreement
Williams Enterprise
Janitorial Services
Page 10

EXHIBIT 1 SCOPE OF WORK

The Contractor shall provide the following janitorial services at the Authority's Main Offices located at the Lagoon Complex Plot B, building 2 Frederiksted, St. Croix, U.S. Virgin Islands 00840, which includes both the upstairs and downstairs areas:

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.
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 deodorize 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.