

Government of the Virgin Islands
EMERGENCY TASK ORDER AGREEMENT

Emergency Supply of Fuel (Diesel and Gasoline) for Government Facilities, Vehicles, and Shelters in the District of St. Thomas, St. John and Water Island-Hurricanes Irma and Maria 2017

THIS AGREEMENT, made this 6th day of December 2017, in the Territory of the United States Virgin Islands, by and between the Government of the Virgin Islands, (hereinafter referred to as "Government") and Tri-Island Energy, LLC whose address is, PO Box 305062, St. Thomas, Virgin Islands 00803 (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, the District of St. Thomas, St. John and Water Island in the Territory of the United States Virgin Islands sustained severe damage including but not limited to down trees, broken utility poles, downed utility lines, blocked roadways, power outages, flooding and mudslides from the passage of Category 5 Hurricane Irma on September 6, 2017, ("Hurricane Irma") and the passage of Category 5 Hurricane Maria ("Hurricane Maria") on September 20, 2017; and

WHEREAS, the Government is in need of a contractor to provide emergency supply of fuel, including gasoline and diesel to government owned or operated emergency and first responder vehicles, including but not limited to vehicles of the VI Fire Services, Police Department, and all other Departments with peace officers; and

WHEREAS, the Government is in need of a contractor to provide emergency supply of diesel fuel to Government diesel trucks, Government facilities, and shelters to resume the provision of services to the Public; and

WHEREAS, the Contractor was selected in accordance with the authority in 31 V.I.C § 239 (a)(1); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addendum I and II;

NOW THEREFORE, it is mutually agreed between the Parties as follows:

Section 1. That for and in consideration of the prices and other terms and conditions of this Agreement, the Contractor agrees to provide the Government with the emergency supply of diesel fuel to authorized Government facilities and Shelters. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I, (Scope of Work) attached hereto and made a part of this Contract.

Supply Contract NO. S031DANT18(TIE)
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Contractor's Initials: 

Section II. The Government, in consideration of the satisfactory performance of the services described in Addendum I, (Scope of Services) agrees to pay the Contractor in accordance with invoices submitted and approved by the Head of the Agency, as set forth in Addendum II, (Compensation) attached hereto and made a part of this Agreement.

Section III This Contract shall commence on September 7, 2017 and shall terminate on ninety (90) days thereafter unless mutually extended or terminated by the Parties. The Government shall have the option to renew this Agreement for an additional thirty (30) days on the same terms stated herein by providing the Contractor with 24 hours written notice of its election to renew. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Services), in accordance with the terms and conditions outlined in Addendum III (General Provisions), attached hereto and made a part of this Contract.

Section V. This Agreement shall be governed by the laws of the Virgin Islands of the United States and jurisdiction shall remain in the Virgin Islands of the United States.

Section VI. This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor of Virgin Islands of the United States.

Section VII. The Contractor shall only perform services when directed by the Commissioner of Property & Procurement, or his authorized representative.

Section VIII. This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Agreement, are merged herein.

Section IX. The effective date of this Agreement shall be the day of the execution of the Agreement by the Governor of the Virgin Islands of the United States.

Section X. Addenda I, II, and III attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

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50310PWT18(GTE)
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Contractor's Initials:



WITNESSES:

Margaret Pritchard
Kevin Chan

GOVERNMENT OF THE VIRGIN ISLANDS

Lloyd T. Bough, Jr. 12/6/17
Commissioner Date
Department of Property and Procurement

CONTRACTOR

Rob Smatch
[Signature]

John Feola [insert title] Owner Date 10-24-17
Tri-Island Energy, LLC manager

(Corporate seal if Contractor is a Corporation)

Approved for Legal Sufficiency by
the Department of Justice:

[Signature] Date: 12/1/17

APPROVED:

[Signature] 12-06-17
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

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Contractor's Initials: [Signature]