

**GOVERNMENT OF THE VIRGIN ISLANDS**  
**TASK ORDER CONTRACT**  
**Propane Gas for the Energy Crisis Assistance Program (ECAP)**

This Agreement made this 1 day of September, 2018, in the Territory of the United States Virgin Islands by and between the Government of the Virgin Islands Department of Property and Procurement, on behalf of the Department of Human Services (hereinafter referred to as "Government") and *St. Thomas Gas Company*, whose address is *9020 Estate Pearl, Christiansted St. Croix VI 00820-5608* (hereinafter referred to as "Contractor"),

**WITNESSETH:**

**WHEREAS**, the Government is in need of a contractor to *provide One hundred pounds (100lbs) of Propane Gas to clients of Energy Crisis Assistance Program in the District of St. Thomas/ St. John and St. Croix Virgin Islands*; and

**WHEREAS**, the Contractor was selected in accordance with Title 31 V. I. C. § 239 A (8); 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, Addendum III and Addendum IV; it is mutually agreed between the Parties as follows:

**Section I.** That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to *provide One hundred pounds (100lbs) of Propane Gas to clients of Energy Crisis Assistance Program in the District of St. Thomas/ St. John and St. Croix Virgin Islands*. 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 Agreement.

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

**Section III.** This Contract shall commence on September 1, 2018 and shall terminate on August 31, 2019 unless mutually extended or terminated by the Parties. The service under this contract shall be for a period of *one (1) year* with a renewable option for a period of *one (1) year*. 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 Work) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Agreement.

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

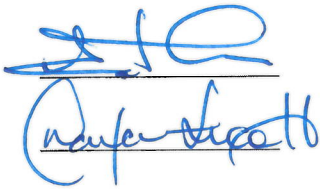
**Section VI.** This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of the Department of Human Services or authorized representative.

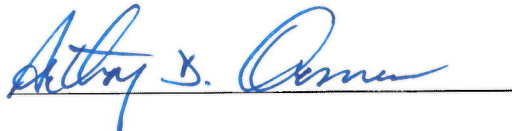
**Section VII.** This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS:**

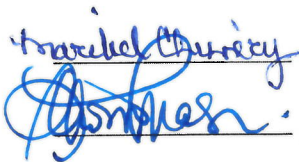




2.25.19

**Anthony D. Thomas**  
Commissioner Nominee  
Department of Property and Procurement

Date

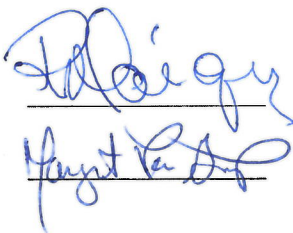




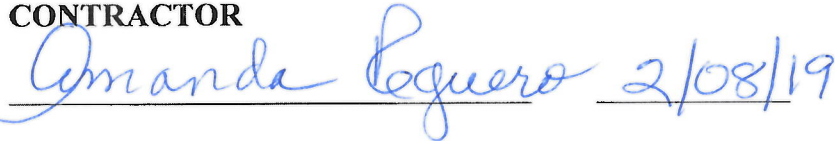
2/19/19

**Felecia L. Blyden**  
Acting Commissioner  
Department of Human Services

Date



**CONTRACTOR**



Date

**Hector Peguero**  
President  
St. Thomas Gas Company

(Corporate Seal if Contractor is a Corporation)