

VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY

INVITATION FOR BID

FOR

TRACTOR WITH SPECIFIED ATTACHMENTS

IFB NO. 2021-02

Issue Date:

September 2, 2021

Submittal Deadline:

September 30, 2021

Contact Person:

Wayne L. Biggs, Jr.
Chief Executive Officer
Virgin Islands Economic Development Authority
wbiggs@usvieda.org



VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY INVITATION FOR BID IFB NO. 2021-02 TRACTOR WITH SPECIFIED ATTACHMENTS

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INVITATION FOR BID (IFB) – TRACTOR WITH SPECIFIED ATTACHMENTS

A. AGENCY DESCRIPTION

The Virgin Islands Economic Development Authority ("USVIEDA") is a semi-autonomous government instrumentality responsible for promoting and enhancing economic development in the U.S. Virgin Islands. USVIEDA has four (4) major components:

- The Economic Development Bank for the United States Virgin Islands (formerly the Government Development Bank for the United States Virgin Islands), which includes the Small Business Development Agency
- Virgin Islands Economic Development Commission
- Enterprise Zone Commission
- Virgin Islands Economic Development Park Corporation (formerly the Industrial Park Development Corporation)

In 1977, the Legislature of the Virgin Islands created the Virgin Islands Industrial Park Development Corporation, now known as the Virgin Islands Economic Development Park Corporation ("EDPC"), a public corporation and instrumentality as a subsidiary entity of the Virgin Islands Economic Development Authority to, among other things, acquire, operate, and improve industrial parks in order to provide suitable sites for the location of industries in the Virgin Islands.

Presently, EDPC operates two (2) industrial parks, the William D. Roebuck Industrial Park on St. Croix and the Virgin Islands Industrial Park on St. Thomas. In addition to these Parks, EDPC owns and operates the Fleming Building in Frederiksted, St. Croix.

The William D. Roebuck Industrial Park occupies approximately 24 acres in Estate Negro Bay and consists of roughly 160,000 square feet of commercial space. It is located mid-island off the Governor Melvin H. Evans Highway near The William "Bomba" Allick Port and Transshipment Center (The Container Port) and the Henry E. Rohlsen Airport.

B. STATEMENT OF PURPOSE

EDPC is soliciting bids from qualified vendors to provide one (1) tractor with specified attachments for use at the William D. Roebuck Industrial Park.

See Act No. 3986, Jun. 9, 1977, V.I. Sess. Laws 1977 (creating the Virgin Islands Industrial Park Development Corporation as a public corporation and autonomous instrumentality of the Government of the Virgin Islands); Act No. 6390, § 25, Feb. 1, 2001, V.I. Sess. Laws 2000, p. 423 (creating the Virgin Islands Industrial Park Development Corporation as a subsidiary entity of the Virgin Islands Economic Development Authority); and Act No. 7651, §§ 4 and 5, Oct. 13, 2014, V.I. Sess. Laws 2014 (renaming in § 4 the "Virgin Islands Industrial Park Development Corporation" to the "Virgin Islands Economic Development Park Corporation" and amending in § 5 all references in the V.I. Code in accordance with § 4).

C. REQUIRED SPECIFICATIONS

EDPC seeks one (1) tractor with attachments with the following specifications:

- New Holland Workmaster 50 Series 4WD Tractor:
 - Engine: Minimum 50hp
 - Fuel Type: Diesel
 - Transmission: SyncroShuttle, 8 Forward Speeds, 8 Reverse Speeds
 - Roll Over Protective Structure (ROPS) with Canopy
 - 3-Point Hitch
- Attachments, Heavy-Duty, Quick Connect (Coupling):
 - Bush Hog 6 Foot Rotary Cutter
 - Front End Loader
 - Pallet Forks
 - 6 Foot Angle Broom
 - Post Hole Digger w/ 6 inch and 8 inch Augers
 - 3-Point Hitch Backhoe

EDPC will accept quotations for products that are equivalent to or better than the specifications in this IFB document. In such case, please clearly state any exceptions to, or deviations from the specifications, terms or conditions, including specifications and pictures depicting proposed equal. Please include a direct link to the product(s) you are recommending.

D. CONTENT OF BID PROPOSAL

An individual or entity responding ("Respondent") to this Invitation for Bid ("IFB") must adhere to the requirements of this section relative to the bid package content and format to simplify the review process and facilitate the maximum degree of comparison. Failure to meet the requirements as outlined may disqualify the Respondent.

The following information must be submitted with the bid proposal:

- 1. Name of individual or firm, physical and email addresses, website (if available), fax (if available), and phone;
- 2. Copy of Certificate of Good Standing or Certificate of Existence or equivalent, if applicable;
- **3.** Copy of valid business license (or certificate of trade name registration if the Respondent is an individual);
- **4.** Signed Taxpayer Identification Form (W-9);
- **5.** Bid Sheet. Complete **Enclosure Document A.** All bid pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, or an award is approved or executed, or the procurement is canceled, whichever occurs first.
- **6.** Delivery timeframe; as per the Project Schedule in Section E below;
- **7.** A statement of knowledge and experience in providing items meeting, or similar to, the required specifications;
- **8.** Conflict of Interest. **Complete Enclosure Document B.** Respondent shall disclose current or past business relationships or any potential conflict(s) of interest as per Section L of this IFB; and
- 9. Any additional information which may be useful to EDPC in evaluating Respondent's bid.

ALL COSTS INCURRED IN THE PREPARATION AND PRESENTATION OF A BID IS THE RESPONDENT'S SOLE RESPONSIBILITY; NO PRE-BID COSTS WILL BE REIMBURSED TO ANY RESPONDENT.

FAILURE TO PROVIDE ALL INFORMATION DELINEATED ABOVE MAY RESULT IN A BID PROPOSAL BEING DECLARED NON-RESPONSIVE. ANY EXCEPTIONS TO THE REQUIREMENTS SET FORTH HEREIN MUST BE CLEARLY NOTED IN WRITING AND INCLUDED AS PART OF THE BID PROPOSAL. EDPC RESERVES THE RIGHT TO WAIVE MINOR DEVIATIONS FROM THE REQUIREMENTS OF THIS IFB. MINOR DEVIATIONS ARE GENERALLY A MATTER OF FORM AND NOT OF SUBSTANCE, OR THEY PERTAIN TO IMMATERIAL OR INCONSEQUENTIAL DEFECTS OR VARIATIONS FROM THE EXACT REQUIREMENT OF THE IFB.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ANY REFERENCED DOCUMENTS; ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY; AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID PROPOSAL.

E. PROJECT SCHEDULE

A delivery schedule for the tractor with specified attachments shall be provided to EDPC as soon as a vendor has been chosen. EDPC anticipates there will be an immediate need for the tractor with specified attachments; therefore an expedited schedule for delivery is requested.

F. REQUEST FOR CLARIFICATION

Respondents may ask questions about the IFB and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this IFB. All communications relating to this IFB and/or requests for clarification must be submitted **only** to Wayne L. Biggs, Jr., Chief Executive Officer, via email to wbiggs@usvieda.org no later than **5:00 p.m.** Atlantic Standard Time (AST) on September 16, 2021. Respondents shall not contact any USVIEDA Board member of staff with questions or inquiries, except as set forth above. Unauthorized contact with any Board member or staff, other than CEO Wayne L. Biggs, Jr., may cause rejection of a bid proposal.

Only written responses will be binding upon EDPC. Respondents are required to check USVIEDA's website at www.usvieda.org/about-usvied/rfp for updated information and Addenda throughout the IFB period.

G. SUBMISSION OF BID PROPOSAL

By submitting a response to this IFB, each Respondent represents that they have read and completely understand the IFB documents. All interested parties must submit their bid proposal via email. Bid proposals submitted using other methods **WILL NOT** be accepted and/or considered. **Bid proposals must be signed by a duly authorized representative of the Respondent.**

The email with the PDF bid proposal sheet must be received by Wayne L. Biggs, Jr., Chief Executive Officer, no later than 5:00 p.m. Atlantic Standard Time (AST) on September 30, 2021 at the following email address.

wbiggs@usvieda.org

Email Subject Line: CONFIDENTIAL BID PROPOSAL - IFB 2021-02: TRACTOR WITH SPECIFIED ATTACHMENTS

Only one (1) PDF Bid Proposal must be attached to the email.

Each Respondent will receive an email confirmation acknowledging receipt of the bid proposal.

The following **WILL NOT** be accepted and/or considered:

- Late bid proposals;
- Bid proposals submitted by fax; or
- Hard copy bid proposals submitted via postal service, courier services, or personal delivery to the USVIEDA office.

H. INVITATION FOR BID SCHEDULE

The deadlines associated with this IFB are as follows:

	DATE	TIME
ISSUE DATE	September 2, 2021	
QUESTIONS DUE – VIA EMAIL TO wbiggs@usvieda.org	September 16, 2021	5:00 PM
QUESTIONS ANSWERED	September 23, 2021	4:00 PM
BID PROPOSALS DUE VIA EMAIL TO wbiggs@usvieda.org	September 30, 2021	5:00 PM
TARGET AWARD DATE (SUBJECT TO CHANGE)	October 5, 2021	4:00 PM

EDPC reserves the right to change the IFB Schedule by issuing an Addendum at any time.

I. RESERVATION OF RIGHTS

EDPC reserves the right to do as follows:

- Issue addenda to the IFB, including but not limited to extending or otherwise revising the timeline for submittals and Respondents should acknowledge receipt of all addenda in their bid proposal;
- b. Withdraw the IFB for any reason without liability to any Respondent;
- c. Request clarification and/or additional information from a Respondent at any point in the procurement process;
- d. Waive minor irregularities at its own discretion;
- e. Waive any formalities of the bid process;
- f. Reissue or modify the IFB;
- g. Make multiple awards resulting from this IFB or to award no contract at all; and
- h. Accept or reject, without prejudice, all or any part of any quotation as may be deemed to be in the best interest of the EDPC. Further, bids submitted in response to this solicitation become the property of the EDPC, regardless of whether that bid is selected for award.

J. SELECTION PROCESS

All responsive bid proposals received by the stated deadline will be reviewed and evaluated. During the evaluation process, EDPC may, in its sole discretion, request additional information or clarifications from Respondents. The EDPC Evaluation Committee will select the finalist they determine, in their sole discretion, to be fully qualified and best suited among those submitting bid proposals. The evaluation committee reserves the right to reject the bid proposals submitted and begin a new search.

The Evaluation Committee will consider the following criteria:

- Responsive bid package;
- Lowest commercially reasonable prices;
- Quality, delivery terms, and reliability; and
- Applicable warranty.

K. CONFLICT OF INTEREST

Respondent must certify that it has familiarized itself with the provisions of title 3, chapter 37 of the Virgin Islands Code pertaining to conflicts of interest and has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations, if awarded this bid. Respondent must certify that no officer, agent, employee of the Government of the U.S. Virgin Islands or any of its departments, agencies, boards, commissions or authorities has a pecuniary interest in the bid proposal; that the bid proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent for the same invitation for bid; and the Respondent is competing solely on its own behalf without connection with or obligation to any undisclosed person for firm.

L. NON-DISCRIMINATION

Respondent shall not discriminate against its employees and must comply with all local and federal laws and policies that prohibit discrimination in employment.

M. REGISTRATION & LICENSE REQUIREMENT

Any selected Respondent doing business in the U.S. Virgin Islands must be duly registered and licensed to conduct business in the U.S. Virgin Islands.

N. ENCLOSURE DOCUMENTS

Enclosure Document A: Bid Sheet

ENCLOSURE DOCUMENT VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY BID SHEET

THE UNDERSIGNED VENDOR PROPOSES TO FURNISH ALL LABOR, TOOLS, MATERIALS, EQUIPMENT, MISC. SUPPLIES AND INCUR ANY OTHER COSTS AS MAY BE REQUIRED TO PERFORM THE SCOPES OF WORK, SUBJECT TO ALL CONDITIONS AS OUTLINED IN THE PROJECT SPECIFICATIONS.

Respon			
Name: _			
	:		
	itification No.:		
DUNS#:			
-	dent's Contact Person		
Name: _			
Γitle:			
Γelepho	ne:		
ITEM	DESCRIPTION OF WORK	QUANTITY	COST
1	Tractor with specified attachments	1	
2	Delivery Cost to Shipping Port	1	
3	Other Necessary Costs (Please itemize on a separate sheet)		
	Estimated Delivery Time:		
		TOTAL	
PLEASE	TYPE OR PRINT THEN SIGN AS INSTRUCTED BELOW.	L.	
TYPF O	R PRINT) NAME OF RESPONDENT		
	KT KINT J NAME OF RESPONDENT		
TYPE O	R PRINT) NAME AND TITLE OF RESPONDENT'S AUTHORIZED RI	EPRESENTATIVE	
SIGNAT	TURE) RESPONDENT'S AUTHORIZED REPRESENTATIVE		

Enclosure Document B: Conflict of Interest

ENCLOSURE DOCUMENT B VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY CONFLICT OF INTEREST

By signing this form, the Respondent certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, for the organization or any of its staff, and that the Respondent, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the Respondent, subcontractor, employee, or consultant).

Conflicts may arise in but not be limited to the following situations:

- (a) Unequal access to information. A potential respondent, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in the U.S. Virgin Islands.
- (b) Biased ground rules. A potential respondent, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract for disaster recovery services in the U.S. Virgin Islands.
- (c) Impaired objectivity. A potential respondent, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
 - Proposer must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.
 - 2) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, USVIEDA will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.
 - 3) The Respondent, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proponent has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

The Respondent,	, hereby certifies				
that, to the best of its knowledge and belief, there are no present or current	ly planned interests (financial,				
contractual, organizational, or otherwise) relating to the work to be perform	ned under the contract or task				
order resulting from IFB No. 2021-02 that would create any actual or potential conflict of interest apparent conflicts of interest) (including conflicts of interest for immediate family members: spous					
					parents, children) that would impinge on its ability to render impartial, ted
assistance or advice or result in it being given an unfair competitive advar	•				
"potential conflict" means reasonably foreseeable conflict of interest. The	•				
that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the					
USVIEDA's satisfaction, such conflict of interest (or apparent conflict of inte	rest).				
Name and Title of Authorized Representative					
Signature	 Date				