



## **INVITATION TO BID**

### **ENTERPRISE ZONE COMMISSION ARCHITECTURAL & ENGINEERING SERVICES ITB No. 2024-01-EZC**

**Issue Date:**

April 29, 2024

**Submission Deadline:**

May 24, 2024

**Contact Person:**

Nadine Marchena Kean  
Managing Director, Enterprise Zone Commission

[ezc@usvieda.org](mailto:ezc@usvieda.org)

### **A. AGENCY DESCRIPTION.**

The Virgin Islands Economic Development Authority (“USVIEDA”) is a semi-autonomous government instrumentality responsible for the promotion and enhancement of economic development in the U.S. Virgin Islands (sometimes “Territory”). USVIEDA has four major components:

- Enterprise Zone Commission
- 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
- Virgin Islands Economic Development Park Corporation (formerly the Industrial Park Development Corporation)

The Enterprise Zone Commission (“EZC”), created in September 1999 pursuant to Act No. 6294, assists local communities, their residents, and the private sector in creating the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed Enterprise Zones and to provide jobs for the residents of such areas.<sup>1</sup> In achieving this objective, the Territory seeks to provide appropriate investments, tax benefits, and regulatory relief of sufficient importance to encourage the business community to commit its financial participation. EZC tax incentives encourage private investment by removing unnecessary regulatory barriers to economic growth.

### **B. STATEMENT OF PURPOSE.**

Part of the EZC mission is to revitalize once-vibrant communities, as designated by the Governor of the Virgin Islands, that are now considered distressed. EZC “anchor projects”, as identified in community plans, are non-residential projects that will accelerate and spur positive economic growth and development for the community with activities that are requested by that community. In accordance with the Virgin Islands Economic Development Authority Procurement Policy effective May 15, 2019 and amended on February 24, 2022 (“Procurement Policy”), at Section 1.18 (Competitive Negotiation),<sup>2</sup> the Enterprise Zone Commission issues this Invitation to Bid (“ITB”) to qualified professional architectural and engineering firms or individuals for services.

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<sup>1</sup> “Enterprise Zone” means the total area within the Territory that has been declared an enterprise zone as designated by law or pursuant to a proclamation or executive order issued by the Governor. See 29 V.I.C. § 1003(1) and (11).

<sup>2</sup> Regarding the acquisition of professional services using competitive negotiations, the Procurement Policy states in relevant part that, “[p]roposals shall be sought from reputable individuals or firms by direct request or by giving public notice of the Invitation to Bid or Request for Proposal . . . [and at] least three (3) proposals should be sought as the basis for making a selection.” Procurement Policy, § 1.18(B) and (C).

### C. PROPOSED SCOPE OF WORK.

Under the general direction of the Managing Director, Enterprise Zone Commission, the chosen individual or entity will provide services to rehabilitate anchor projects in the Enterprise Zones on St. Thomas and St. Croix. Services shall include but not be limited to ascertaining structural integrity, designing, engineering, and supervising construction projects on historic buildings pursuant to the guidelines, laws, rules, and regulations of the Virgin Islands Department of Planning and Natural Resources, State Historic Preservation Office and any other applicable federal or territorial guidelines, laws, rules, and regulations. At a minimum, Respondent will be expected to do the following:

- Provide reproducible plan drawings to USVIEDA;
- Submit certified drawings to USVIEDA; and
- Produce architectural plans and specifications, with any required engineering reports, to accomplish each project's scope of work.

### D. MINIMUM ELIGIBILITY.

Qualified, licensed architectural and engineering individuals or firms authorized to do business within the United States and its territories may submit bids under this ITB ("Respondent"). Respondent must have no legal impediments to contract with USVIEDA, the United States, or the Government of the Virgin Islands of the United States to offer the professional services herein indicated. USVIEDA may disqualify a respondent for lack of disclosure or misleading information in this regard.

**E. FEDERAL REQUIREMENTS.** Understanding that federal monies may be utilized for this scope of work, Respondent must provide evidence of compliance with all requirements by law to conduct business in the U.S. Virgin Islands and to contract with the U.S. Virgin Islands government, or any instrumentality thereof. See ADDENDUM B: Debarment, Suspension, Ineligibility, & Voluntary Exclusion Certification Form. Notwithstanding the above, respondents that are suspended or debarred by the federal government from participation in governmental contracts are not eligible to participate in this ITB.<sup>3</sup> Additionally, neither the Respondent, nor any person or entity who is partnering with Respondent may have been the subject of any adverse findings that would prevent USVIEDA from selecting Respondent. It is the responsibility of the Respondent to ensure that its employees, joint venture members,<sup>4</sup> sub-

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<sup>3</sup> See Executive Orders 12549 and 12689 and 2 CFR part 180.

<sup>4</sup> If Respondent is a group of legal entities that will form or have formed a Joint Venture (JV) for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, jointly and severally, which shall be evidenced by a duly notarized agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded a contract, the contract shall be entered into, by and between USVIEDA and the designated lead entity, who shall be acting for and on behalf of all member entities comprising the JV. After the Deadline for Email Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of USVIEDA. The lead entity and the member entities of the JV may only submit **one Bid**.

contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established herein.

#### **F. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The successful Respondent and sub-contractors shall take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Steps include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce, to the extent applicable.

#### **G. QUALIFICATIONS AND CONTENT OF BID.**

A Respondent to this ITB must adhere to the requirements of this section relative to the content and format of the bid 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:

- 1. Name and Contact Information.** Name of individual of firm ("Respondent"), physical and email addresses, website (if available), fax (if available), and phone number.
- 2.** Name/address of Respondent's principals.
- 3. Corporate Resolution.** If Respondent is a corporation, partnership or other business entity, a current corporate resolution identifying the person(s) authorized to bind the company (e.g., Articles of Incorporation, Articles of Organization, or equivalent. If the Respondent is an individual, a copy of the current Certificate of Trade Name Registration is required.

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The description of the organization of the JV must clearly define the expected role of each of the entities in the JV in delivering the requirements of the ITB, both in the Bid and the JV agreement. All entities that comprise the JV shall be subject to the eligibility and qualification assessment by USVIEDA.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the JV's member firms cannot be claimed as the experience of the JV or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

4. **Registration.** Submit a copy of the Certificate of Good Standing or Certificate of Existence (or equivalent), as applicable, and/or trade name registration from the state or jurisdiction of registration.
5. **Business License.** Submit a copy of Respondent's valid business license from the state or jurisdiction of licensure.
6. **Form (W-9).** Submit a signed Taxpayer Identification Form (W-9).
7. **Timeframe.** N/A
8. **Statement of Qualifications and Experience.** All services shall be performed by qualified personnel. The Respondent must have a proven track record of at least 10 years in historic design, architecture, engineering and/or supervision of construction work. Statement of Qualifications and Experience ("Statement") should clearly and accurately demonstrate specialized knowledge and experience that satisfies the requirements specified in this ITB. Please include applicable certifications and training required to perform services. All bids must include the name, title and resume or curriculum vitae of each individual who will be performing the essential services set forth in Section C (Proposed Scope of Work) above, should the contract be awarded. Provide the number of years performing the essential functions set forth Section C above under Respondent's current name. The Statement, or any modification thereof, must bear the original signature and title of an authorized representative of the Respondent.
9. **Cost of Services.** Provide details on the cost bid for the services, including but not limited to the fee structure, (e.g., hourly, bi-weekly or monthly) and how the cost is calculated.
10. **Conflict of Interest.** Complete ADDENDUM A. Respondent shall disclose current or past business relationships or any potential conflict(s) of interest including but not limited to EZC beneficiaries. See Section L of this ITB.
11. **References.** List not less than three (3) client references for whom services similar (e.g., value, nature, complexity) to this ITB are currently, or have previously (within the last five (5) years) been provided. Include for each client:
  - Name;
  - Physical address at which services were performed;
  - Appropriate gross cost of engagement;
  - Date services started and completed (if applicable);
  - Scope of work; and
  - Authorized representative: Email address and phone number of person available as a reference.<sup>5</sup>
12. **Litigation History.** Submit a list of any court/arbitral awards against the Respondent in the last five (5) years. Please indicate whether there are any current unresolved matters against the Respondent related to professional conduct in the U.S. Virgin Islands or elsewhere.
13. **Additional information.** Provide any additional information which may be useful to EZC in evaluating Respondent's bid.

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<sup>5</sup> Respondents are encouraged to notify references that they may be contacted by EZC.

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All costs incurred in the preparation and presentation of a bid are the Respondent's sole responsibility; no pre-bid costs will be reimbursed to any Respondent. All documentation submitted with the bid will become the property of EZC.

FAILURE TO PROVIDE ALL INFORMATION DELINEATED ABOVE MAY RESULT IN A BID BEING DECLARED NON-RESPONSIVE. EZC RESERVES THE RIGHT TO WAIVE MINOR DEVIATIONS FROM THE REQUIREMENTS OF THIS ITB. 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 ITB.

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.

#### H. ITB SCHEDULE.

SCHEDULE		
<u>1</u>	INVITATION TO BID (ITB) issued <a href="http://www.usvieda.org/about-usvieda/RFP">www.usvieda.org/about-usvieda/RFP</a>	Monday, April 29, 2024
<u>2</u>	Pre-Bid Meeting and Site Visit (St. Thomas) Meet @ USVIEDA Office, 8000 Nisky Shopping Center, Ste. 620, St. Thomas, VI 00802	Monday, May 6, 2024 @ 11:00 A.M.
<u>3</u>	Pre-Bid Meeting and Site Visit (St. Croix) Meet @ USVIEDA Office, 4 King Street, Frederiksted, St. Croix, VI 00840	Tuesday, May 7, 2024 @ 11:00 A.M.
<u>4</u>	Deadline for Requests for Clarification <a href="mailto:ezc@usvieda.org">ezc@usvieda.org</a>	Friday, May 10, 2024
<u>5</u>	Questions and Answers Posted on USVIEDA website <a href="http://www.usvieda.org/about-usvieda/RFP">www.usvieda.org/about-usvieda/RFP</a>	Friday, May 17, 2024
<u>6</u>	Deadline for Email Submission of Bid <a href="mailto:ezc@usvieda.org">ezc@usvieda.org</a>	Friday, May 24, 2024

#### I. SUBMISSION OF BID.

All interested parties must submit their bids via email. Bids submitted using other methods **WILL NOT** be accepted and/or considered. **Bids must be signed by a duly authorized representative of the Respondent.**

**The email with the PDF bid file attached must be received by NADINE MARCHENA KEAN, MANAGING DIRECTOR, ENTERPRISE ZONE COMMISSION at the following email address no later than 5:00 p.m. Atlantic Standard Time (AST) on Friday, May 24, 2024:**

[ezc@usvieda.org](mailto:ezc@usvieda.org)

**Email Subject Line:**

**CONFIDENTIAL BID: ITB No. 2024-01-EZC--Architectural & Engineering Services**

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

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

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

- Late bids;
- Bids submitted by fax; and
- Hard copy bids submitted via postal service, courier service, or personal delivery to the USVIEDA office.

**J. REQUEST FOR CLARIFICATION.**

Respondents may ask questions about the ITB and the nature of the services being solicited in accordance with the procedure for the submission of such questions specified in this ITB. All requests for clarification must be submitted to Nadine Marchena Kean, Managing Director, Enterprise Zone Commission by email no later than **5:00 p.m. Atlantic Standard Time (AST) on Friday, May 10, 2024**, to:

[ezc@usvieda.org](mailto:ezc@usvieda.org)

**Email Subject Line: Request for Clarification – ITB No. 2024-01-EZC: Compliance Consultant**

Only written responses will be binding upon EZC. Respondents are required to check the USVIEDA website at [www.usvieda.org/about-usvieda/RFP](http://www.usvieda.org/about-usvieda/RFP) for updated information and Addenda through **Friday, May 17, 2024**.

All communications relating to this ITB must be directed only to **NADINE MARCHENA KEAN, MANAGING DIRECTOR, ENTERPRISE ZONE COMMISSION** via email to [ezc@usvieda.org](mailto:ezc@usvieda.org). Respondents shall not contact any USVIEDA Board member or staff with questions or inquiries, except as set forth above. Unauthorized contact with any Board member or staff, other than the individual above, may be cause for rejection of a bid.

**K. RESERVATION OF RIGHTS.**

EZC reserves the right to do as follows:

- a. Issue addenda to the ITB, including but not limited to extending or otherwise revising the timeline for submissions and Respondents should acknowledge receipt of all addenda in their bids;
- b. Withdraw the ITB 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. Execute a Contract on the sole basis of the original bid or any additions to the bid submissions;
- e. Waive minor irregularities at its own discretion;
- f. Waive any formalities of the bid process;
- g. Reissue or modify the ITB; and
- h. Accept or reject all or any part of any bid as may be deemed to be in the best interest of the EZC. A Respondent's failure to provide any additional information requested by EZC prior to a contractor selection may result in rejection of the bid. EZC may reject any bid from any person, firm, or corporation in arrears or in default to USVIEDA (and its subsidiary entities) on any contract, debt, or other obligation.

**L. CONFLICT OF INTEREST.**

A 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 a contract under this ITB. A Respondent must certify that no officer, agent, or 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; that the bid is made in good faith without fraud, collusion or connection of any kind with any other Respondent for the same INVITATION TO BID; and the Respondent is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

The Respondent must also describe any contractual or other business relationship with EZC Beneficiaries and the Government of the U.S. Virgin Islands or any of its departments, agencies, boards, instrumentalities, commissions or authorities, including the value of the contract or business relationship, entered into during the last five (5) calendar years.

**M. DISQUALIFICATION OF RESPONDENTS.**

Any one or more of the following causes may be considered for the disqualification of a Respondent and the rejection of the bid:



- a) Evidence of collusion among Respondents;
- b) Lack of competency as revealed by the bid;
- c) Lack of responsibility as shown by past work; or
- d) Incomplete work under other contracts which, in the judgment of the Evaluation Committee, might hinder or prevent the prompt completion of additional work, if needed.

**N. ITB MODIFICATIONS.**

Respondents shall adhere to all the requirements of this ITB, including any amendments made in writing. Clarifications, modifications, or amendments may be made to the ITB at any time prior to the bid submission deadline at the discretion of EZC. It is the Respondent's responsibility to periodically check the USVIEDA website until the posted bid submission deadline to obtain any issued addenda.

**O. MODIFICATION OR WITHDRAWAL OF BID.**

Bids may be modified or withdrawn by Respondents by written notice submitted prior to the deadline for receipt of bids. Respondents must correct mistakes in their bids by submitting a timely modification or withdrawing and resubmitting bids. If a bid is either modified, or withdrawn and resubmitted, the new bid must be clearly marked as the "MODIFIED BID" or "SUBSTITUTED BID". Late modifications or withdrawals shall not be considered.

**Bids shall remain irrevocable for a period of 90 calendar days after the submission deadline and after being opened.**

**P. NON-DISCRIMINATION.**

EZC will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Respondent must comply with all local and federal laws and policies that prohibit discrimination in employment contracts. The Respondent must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

**Q. SUBCONTRACTORS.**

The successful Respondent must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Respondent is responsible for all payments and liabilities of all subcontractor(s). EZC reserves the right to approve or reject, in writing, any proposed subcontractor. If EZC rejects any proposed subcontractor in writing, the successful Respondent shall be responsible to assume the proposed subcontractor's responsibilities. The successful Respondent may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the ITB or in the contract shall create or be construed as creating any contractual relationship between subcontractor and EZC.

**R. ORAL PRESENTATIONS.**

During the evaluation process, Respondent may be requested to make an oral presentation. Such presentations will provide Respondent with an opportunity to answer any questions the Evaluation Committee may have regarding the bid.

**S. EVALUATION PROCEDURES.**

All responsive bids received by the stated deadline will be reviewed and evaluated. During the evaluation process, EZC may, in its sole discretion, request additional information or clarifications from Respondents. The EZC Evaluation Committee will select the finalist they determine, in their sole discretion, to be fully qualified and best suited among those submitting bids. The Evaluation Committee may also choose no candidate and begin a new search.

TECHNICAL EVALUATION: Bids will first be examined to determine whether they are complete and submitted in accordance with ITB requirements set forth in **Section D (Minimum Eligibility) and Section G (Qualifications and Content of Bid)**, collectively referred to as the “Minimum Criteria,” on a **Yes/No** basis. This eligibility evaluation will be on a **Pass/Fail** basis.

PROFESSIONAL EVALUATION: EZC will then review qualifications on a maximum 100-point scale based on the following professional criteria:

NO.	CRITERIA	MAXIMUM SCORE
1	Previous Experience (e.g., Years and Type)	30 points
2	Capacity to perform Scope of Work (e.g., Certification, Training, Staff, Equipment, Availability to commence work)	30 points
3	Demonstrated history of completing work in a timely and professional manner (e.g., Previous Jobs, References)	10 points
4	Adherence to ITB requirements and overall bid package (layout, readability, adherence to bid format requirements, etc.)	10 points
5	Cost of Services	20 points
	<b>TOTAL VALUE:</b>	<b>100 points</b>

**T. PROTESTS.**

(a) Any aggrieved respondent who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest via email to **KELLY THOMPSON WEBBE, Chief Financial Officer (“CFO”)** at **kwebbe@usvieda.org**.

The protest shall be submitted within five (5) days after such aggrieved person/entity knew or should have known of the facts giving rise to the protest.

(b) The CFO shall have the authority to settle and resolve protests pursuant to the USVIEDA Procurement Policy, Section 1.7(A)(3).

(c) If the protest is not resolved by mutual agreement, the CFO shall issue a decision in writing within 10 business days of receipt of the protest. If no written decision has been issued by the CFO at the expiration of the 10-day period, such shall be considered an adverse decision.

(d) Upon the issuance of an adverse decision by the CFO, or upon the expiration of the 10-day period after filing of the complaint, the aggrieved respondent may file an action in the Superior Court of the Virgin Islands for appropriate relief within 10 days of such adverse decision or expiration of time.

#### **U. CONTRACT AWARD.**

The individual or firm selected for this ITB will be expected to enter into a contract with EZC, which includes general provisions and a specific scope of work. The expected contract period is **June 1, 2024 to May 31, 2025**. **EZC reserves the option of extending the contract on a year-by-year basis (not to exceed a combined total of five (5) years) if both parties are in agreement.**

#### **V. LICENSE REQUIREMENT.**

A contract will not be executed with any firm or individual doing business in the U.S. Virgin Islands to perform services with EZC until evidence is submitted that said firm or individual is duly registered and licensed to conduct business in the U.S. Virgin Islands. The successful Respondent may be required to submit a hard copy of a valid U.S. Virgin Islands business license within 30 business days after award.

#### **W. INSURANCE.**

In contracting with USVIEDA, a successful Respondent shall keep in full force and effect a policy of liability and property insurance in which the limits of public liability shall be no less than Three Hundred Thousand Dollars (\$300,000.00) property damage, Five Hundred Thousand Dollars (\$500,000.00) for one person and One Million Dollars (\$1,000,000.00) for any number of persons injured or killed in any one accident. All of said insurance shall be in a form reasonably satisfactory to USVIEDA and shall provide that it shall not be subject to cancellation, termination, or change, except after 30 days' prior written notice to USVIEDA, the successful Respondent shall furnish USVIEDA, or USVIEDA's designee, with a certificate of insurance evidencing the coverage required hereunder and which names the Virgin Islands Economic Development Park Corporation as an "Additional Insured" on or before the commencement of services.

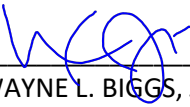
#### **X. CONFLICT OF TERMS.**

As it pertains to this ITB and the Project contemplated herein, in the event of any conflict or inconsistency between the terms of this ITB and any terms set forth in the Procurement Policy, the terms of said Policy shall prevail.

**Y. PUBLIC ACCESS TO PROCUREMENT RECORDS.**

Public access to procurement records shall be governed by the Procurement Policy, Section 1.25 (Documentation of Files and Public Access to Procurement Records).

Approved for release:



\_\_\_\_\_  
WAYNE L. BIGGS, JR.  
Chief Executive Officer

04.29.2024

\_\_\_\_\_  
Date



**ADDENDUM A**  
**CONFLICT OF INTEREST FORM**

**By signing this form, the Respondent certifies that it has familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code pertaining to conflicts of interest. Respondent further 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 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 services in the 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 services in the 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 Virgin Islands government funds as part of its contractual responsibility.
- 1) Respondent 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 Respondent has taken

or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

Respondent, \_\_\_\_\_, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from **ITB No. 2024-01-EZC** that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. Respondent further certifies that it has and will continue to exercise due diligence in identifying, removing, or mitigating, to the USVIEDA’s satisfaction, such conflict of interest (or apparent conflict of interest).

Respondent further certifies that its bid is made in good faith without fraud, collusion or connection of any kind with any other Respondent for **ITB No. 2024-01-EZC**, and Respondent is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

Authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENT B** (2 Pages)  
**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY**  
**DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION CERTIFICATION FORM**

**INSTRUCTIONS**

The following instructions apply to the Debarment, Suspension, Ineligibility, & Voluntary Exclusion Certification Form:

1. The inability of a Respondent to provide the certification will not necessarily result in denial of participation in this ITB and resulting agreement. Respondent shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with USVIEDA's determination whether to enter into an agreement with a successful respondent. However, Respondent's failure to furnish a certification or an explanation shall disqualify such person from participation in this ITB.
2. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, USVIEDA may terminate the agreement for cause or default.
3. Respondent shall provide immediate written notice to USVIEDA if at any time the Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. Respondent agrees by submitting a bid that it shall not knowingly enter into any subcontracts with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the agreement, unless authorized in writing by USVIEDA and the applicable federal grant agency, and in addition to other remedies available to the Federal Government, USVIEDA may terminate the agreement with the successful respondent for cause or default.
5. Respondent further agrees by submitting a bid that it will include the "Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification Form" in ADDENDUM B, without modification, in all subcontracts and in all solicitations for subcontractors.

*Remainder of page intentionally left blank.  
Debarment, Suspension, Ineligibility, & Voluntary Exclusion Certification Form on following page.*

