Department of Property&Procurement

Government of the United States Virgin Islands
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August 25, 2015

AMENDMENT #4 IFB011DPPT16*(S)* Delivery of Tires, Tubes & Batteries for the Department of Property & Procurement in the district of St. Thomas/St. John, Virgin Islands during the period of October 1, 2015 to September 30, 2016

DELETE: ***BID DUE DATE*** of Wednesday, August 26, 2015 at 10:00 a.m.

INSERT: ***NEW BID DUE DATE*** of Monday, August 31, 2015 at 10:00 a.m.

INSERT: ***NEW FORMS*** to include SUPPLEMENTARY PROVISIONS, BRAND NAME OR EQUAL and "BUY AMERCIAN" ACT

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH THEIR BID PROPOSAL.

INVITATION FOR BIDS – CONTINUATION SHEET

IFB011DPPT16(S)

This Invitation for Bids represents the **one (1) year** estimated requirements for Department and Agencies of the Government of the Virgin Islands, St. Thomas, U. S. Virgin Islands.

NOTE: Diligence should be exercised in completing all information as requested herein.

The Bidder MUST insert the Brand Name of each item which he proposes to supply to the Government in the space provided.

SUPPLEMENTARY PROVISIONS

Awards hereunder will be made on the basis of the delivered cost to the Government. Bidders must therefore quote F.O.B. Virgin Islands. Cost of loss, processing of claims for broken or damaged articles and cost of transportation to the Virgin Islands will be the obligation of the Contractor.

Bidders are required to file their **On-Island Warehouse** location and capacity (size) for all bid items such as produces, storage of fresh vegetables/fruits, meats, dairy products and other frozen food items, etc.

The Commissioner may reject any or all bids, or the bid for any one or more commodities or contractual services included in the Invitation for Bids, when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, awards will be made by drawing lots. Otherwise, the contact shall be awarded to the bidder offering the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration.

BRAND NAME: Any reference in the Invitation for Bids to Manufacturer's Brand Name or Number is due to lack of satisfactory specifications for commodity description. Such reference is intended to be descriptive not restrictive and is for the sole purpose of indicating to prospective bidders a description of articles that will be satisfactory.

CONTRACT PERIOD: the period of any contract entered into under this Invitation for Bids shall be from **October 1, 2015** to **September 30, 2016**.

OPTION TO RENEW: The services of this contract may be extended for an additional term subject to the availability of funds.

DESCRIPTIVE LITERATURE: Bidders are requested to file a current copy of their Supply Catalog with the Division of Procurement and ascertain that the receipt thereof is annotated on their Bidder's Mailing List Application.

For evaluating purposes, when further clarification of the items offered is needed, the bidder will be requested and is required to submit SAMPLES to the Department of Property and Procurement, Division of Procurement, within then (10) calendar days subsequent to the opening of the bid, at his own expense.

SHELF LIFE: If shelf life is a factor to be considered, please indicate in an accompanying letter to the bid, the category, item and shelf life in number of months.

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INSPECTION: The Department issuing the Purchase Order shall inspect, for and on behalf of the Commissioner of Property and Procurement, each delivery and will refuse to accept same if such items are not in accordance with the specifications hereunder. The Contractor, or his designee, shall be requested to witness such inspection.

All products designated USP shall be furnished in strict accordance therewith, including all requirements for certification by the Government Agencies.

Articles are to be in strict accordance with the specifications contained herein. Alternates or substitutes will not be accepted unless shown on the Purchase Order.

All meats must be carefully stamped indicating U. S. Government Inspection and must conform to our requirements. NONE will be accepted unless properly identified.

PROMPT PAYMENT DISCOUNT: Prompt payment discounts shall NOT be considered in the evaluation of bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by the bidder.

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on the reverse side of Page 1 of the Bid form is hereby deleted.

QUANTITIES: The quantities indicated on this Invitation for Bids are estimated. Deliveries are to be made as required subject, however, to issuance of Purchase Orders therefore.

VARIATION IN QUANTITIES: Variation in quantity caused by conditions of loading, shipping or packing or allowances in manufacturing processes will only be accepted when such variations do no aggregate ten (10%) per centum of the quantity indicated on the Purchase Order.

DEPARTMENTAL REQUIREMENTS: The items listed are for the following Department(s):

Department of Property & Procurement – Division of Transportation

DELIVERIES: Deliveries of items hereunder shall be made directly to and accepted by the ordering department during the term hereof. Hours of such deliveries and acceptance shall be between 8:00 A.M. to 11:00 A.M. and 1:00 P.M. and 4:00 P.M. Final date for delivery under this contract will be **September 30, 2016**.

Deliveries shall be made within twenty (20) calendar days, unless otherwise requested by the Department, after receipt of an official Purchase Order and shall also be in such amounts and/or quantities as indicated on the Purchase Order issued by the Department.

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The Contractor will assume all responsibilities for delivery, including picking up from docks and transporting to the Department issuing the Purchase Order. The Government, under no consideration, will assume any responsibility for trucking of merchandise.

Deliveries of items contracted for are not complete until off-loaded by supplier and inspected and received by Authorized Personnel.

Acceptance time after delivery will be three (3) working days. The discount period will begin on the fourth day after delivery.

All merchandise MUST be labeled or stamped to indicate that they are the quality and brand offered by the bidder. NONE will be accepted unless properly identified.

DAMAGES: If the contractor hereunder fails to make delivery of the merchandise, within the time specified, or fails to effect delivery of the merchandise, said Contractor hereby agrees and consents that the Department issuing the Purchase Order my purchase same in the Open Market. Any excess in cost thereof, over the original contract price, shall be charged against such Contractor by deducting the excess form any invoices in the possession of the department, not yet paid.

EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

The General Provisions (SUPPLY CONTRACT), STANDARD FORM approved by the Commissioner of Property and Procurement, 7-14-71, is an integral part of this Invitation for Bids. Bidders must familiarize themselves with these provisions.

PREFERRED BIDDERS: In addition to placing a check (√) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership, or Corporation meeting the requirements of Preferred Bidder Status, must request that his or its name be added to a Preferred Bidders' list to be maintained by the Commissioner of Property and Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property and Procurement, Division of Procurement, **8201 Sub Base, Suite 4, St. Thomas, Virgin Islands**, notarized, submitted to the Division of Procurement not later than date and hour of bid opening specified on Page 1 of this Bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V.I.C. § 236 (a), will not be considered eligible as a Preferred Bidder for this Invitation for Bids.

FIXED PRICE WITH ESCALATION:

(a) Firm bids are requested. However, bids may contain an escalation clause relating to the Contractor's purchase price and same will be considered and evaluated provided the bid is otherwise responsive and the offer responsible.

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(b) If at any time during the performance of a contract, hereunder issued, there is an increase or decrease in the contactor's purchased price of any of the items herein, the Contractor shall notify the Commissioner of Property and Procurement thereof within fifteen (15) working days of such increase or decrease. Such notice shall include data, (ii) the amount, both of the increase or decrease, and (iii) the Contractor's proposal for price adjustment.

(c) Promptly upon receipt of any notice and data described in (a) above, the Contractor and the Commissioner shall negotiate a price adjustment in the contract unit price for the items involved, delivered, and accepted.

(d) There shall be no adjustment other than for increase or decrease in the Contractor's purchased price and only for those items for which data as required in (b) above have been submitted and approved.

(e) If at any time after the date of any contract, issued hereunder, the Contractor makes a general price reduction in the comparable price of any article or service covered by this contract to customers generally, an equivalent price reduction, based on similar quantities and/or consideration shall apply to the contract for the duration of the contract period (or until the price is further adjusted). Such price reduction shall be effective at the time and in the same manner as the reduction in the price to customers generally.

EVALUATION OF PRICE ESCALATION:

(a) Where an Invitation for Bids does not contain a price escalation clause, bids received which quote a price and contain a price escalation provision, with a ceiling (usually expressed in terms of a maximum percentage increase) above which the price will not escalate, will be evaluated on the maximum possible escalation of the quoted base price.

(b) Where an Invitation for Bids contains a price escalation clause and no bidder takes advantage of the escalation provisions, bids shall be evaluated on the basis of the quoted prices without the allowable escalation being added. Where a bidder deletes the escalation clause from his bid, the bid will be rejected as non-responsive.

BILLING UNDER ESCALATION CLAUSE:

Billings containing increased unit prices alleged to be in accordance with the escalation clause hereunder shall be accompanied with either:

(i) a copy of the invoice from the Contractor's mainland supplier; or

(ii) copy of published Price List of such mainland supplier.

For purposes hereof a "Price List" shall be a catalog, price list, schedule or other form that (a) is regularly maintained by the mainland supplier, (b) is either published or otherwise available for inspection by customers generally and (c) states prices at which sales are currently or were last made to a significant number of buyers constituting the general public.

A "Manufacturer Listed Price" is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or vendor.

BRAND NAME OR EQUAL

(As used in this herein, the term "brand name" includes identification of products by make and model).

(a) If items called for by this Invitation for Bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Government to be equal in all material respects to the brand name products referenced in the Invitation for Bids.

(b) Unless the bidder clearly indicated in his bid that he is offering an "equal" product, his bid will be considered as offering a brand name product referenced in the Invitation for Bids.

(c) (1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to quality of the product shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the Department of Property and Procurement. Caution to Bidders: The Department of Property and Procurement is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the Department. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid, all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Department of Property and Procurement to (i) determine whether the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Department of Property and Procurement.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid, a clear description of such proposed modification, and (ii) clearly mark any descriptive material to show the proposed modification.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

REPRESENTATION BY BIDDERS PURSUANT TO THE "BUY AMERICAN" ACT
(See Clause 14 of the General Provisions, Standard Form – Approved 7-14-71)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph..... ☐

2. If the bidder represents the articles, materials, and supplies he proposes to furnish are NOT domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph..... ☐

ALL BIDDERS MUST CHECK THE BOX AT THE END OF EITHER PARAGRAPH. 1 OR 2 ABOVE

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin, the cost of which exceeds 5% of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each –

COMPONENTS OF FOREIGN ORIGIN

Component	Point of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes _____ % of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the Contracting Officer.