



VIRGIN ISLANDS PORT AUTHORITY HEAVY EQUIPMENT SALE



BID OPENING SCHEDULED FOR APRIL 10, 2020 AT 2:30 P.M.
AT THE ROBERT O'CONNOR MAINTENANCE DIVISION

ALL BIDS MUST BE RECEIVED BY APRIL 10, 2020 AT 2:00 P.M.
AT THE VI PORT AUTHORITY'S PURCHASING OFFICE

8074 LINDBERG BAY
ST. THOMAS, VI 00802
TELEPHONE: (340)774-1629
WWW.VIPORT.COM

DISCLAIMER: VEHICLES IN THE AUCTION ARE NOT REPRESENTED BY THE
VEHICLES ON THIS COVER



To all interested parties:

The Virgin Islands Port Authority (the “Authority” or “VIPA”) will be accepting bids for a 2008 Int’l 4300 SBA Bucket Truck and a 2008 Caterpillar Backhoe 4x4 telescoping arm through Friday, April 10, 2020. The following apply to the sale of heavy equipment vehicles by the V.I. Port Authority

1. Bids are to be “Sealed Bids”.
2. No Bids will be received after 2:00 pm on Friday, April 10, 2020.
3. Bids should be dropped off to the Purchasing Department located at the Administration Building, 2nd floor, 8034 Lindbergh Bay, St. Thomas, VI 00802.
4. All heavy equipment are sold “AS IS”. Absolutely no claim or statement is being made by the Port Authority as to the road worthiness nor serviceability of any of the vehicles.
5. Payment method can be cash in U.S. Currency, money order, bank cashier’s check, or credit card (Visa/MasterCard).
6. Winners of bids will be expected to remove the vehicle(s) from the V.I. Port Authority’s premises within forty eight hours after notification. If vehicles are not claimed the offer will be given to the next highest bidder.
7. Prior to removal the following must have occurred:
 - a. Payment made to the Cashier at the Accounting Office (Crown Bay building A – blue building) and a receipt obtained,
 - b. Documents to show that the transfer of the registration from the V.I. Port Authority to “new Owner’s, must be presented,
8. Bids will be opened at the Robert O’Connor Maintenance Division at 2:30 pm on Friday, April 10, 2020. All are welcomed.



VEHICLE SALE CONTRACT

TERMS AND CONDITIONS

1.0 INSPECTION

The Bidder is invited, urged and cautioned to inspect the property prior to submitting a bid. Failure to inspect the property will not be considered as a basis for cancellation of this Contract. Property is located by the adjacent to the tennis court in Subbase and is available for inspection.

2.0 CONDITION AND LOCATION OF PROPERTY

Unless otherwise provided for in the Contract, the Purchaser shall be entitled to obtain property upon full payment, upon presentation of identification, receipt evidencing payment, signing Contract and Sale Award and proof of title to property and/or vehicle insurance. Delivery shall only be made from the exact location where the property is located.

3.0 REGISTRATION

Bidder, by submitting a sealed bid to the Virgin Islands Port Authority's ("VIPA" or "Authority") Purchasing Office, is automatically registered to participate in the Authority's sealed bid. **Additionally, all Bidders acknowledge by submitting a bid that they have full and complete understanding of the terms and conditions of the Vehicle Sale Contract, and that the signature of Bidder binds him/her to the terms and conditions stated herein.**

4.0 FEES AND PAYMENT

Unless otherwise provided in this Contract, all fees and/or payments shall be tendered by either cash, money order or bank certified check or credit card (Visa/Mastercard).

5.0 ELIGIBILITY OF BIDDERS

By signing this Contract, the Bidder warrants that he/she is at least 18 years of age. If the Bidder does not meet the age requirement, this Contract is null and void. No one under the age of 18 will be permitted to submit a bid.

6.0 CONSIDERATION OF BID

Once the bidding process is closed, the Bidder may not withdraw his/her bid. The bids will be opened and read publicly at the date and time specified in the Notice. If one or more bidder submits the same bid amount for any one item, the Authority will allow those persons an opportunity to resubmit a bid and the Authority will accept the highest successful bidder. The Authority reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Authority or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Authority or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Authority.

7.0 AWARD OF THE CONTRACT

The Contract will be awarded to the highest successful bidder, whose bid conforms to the Contract and will be most advantageous to the Authority. This successful bidder must sign a “Vehicle Contract Sale and Award” contract and all other documents specified by the Authority.

8.0 PAYMENT

The successful Bidder or Purchaser agrees to purchase the property awarded to him/her in accordance with the price quoted in his/her bid. The successful bidder shall remit a minimum of twenty-five (25%) of the vehicle price to the cashier at the closing of the bid opening. Within two (2) business days, subsequent to the Bid Opening date, the successful bidder must remit seventy-five percent (75%) or the remaining balance to the Virgin Islands Port Authority’s Cashier Office located at the Administrative Building. Once the remaining balance is remitted the successful bidder shall be given a receipt, which he/she shall tender to the Maintenance Department and upon which a “Vehicle Contract Sale and Award” shall be given with the vehicle registration. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price must be made within the time specified in the Contract or prior to the delivery of the vehicle. **Payment method can be cash in U.S. Currency, money order, bank cashier’s check, or credit card (Visa/MasterCard).**

9.0 ORAL STATEMENTS AND MODIFICATIONS

Any oral statements or representations by any representative of the Authority, changing or supplementing the Contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Authority unless furnished or agreed to, in writing; by the Contracting Officer or his/her designated representative.

10.0 WITHDRAWAL OF PROPERTY AFTER AWARD

The Authority reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Authority control. In event of a withdrawal under this condition, the Authority shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

11.0 DELIVERY, LOADING AND REMOVAL OF PROPERTY

Unless otherwise provided in the Contract, the Purchaser shall be entitled to obtain property upon full payment therefor, and upon presentation of identification, receipt evidencing payment, Vehicle Contract and Sale Award and proof of title to property and/or vehicle insurance. Delivery shall only be made from the exact place where the property is located. Items purchased under the Contract will be released only to the Purchaser or his/her authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery of release will be made. The vehicle shall be released upon proof of identification and registration card showing a successful award from the Bid Opening.

12.0 DEFAULT

If, after the award of the property at the Bid site, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract or fails to remove the property as stated herein, the Authority may choose to revoke the bidder's award and award the next highest bidder.

13.0 INDEMNIFICATION

The Bidder agrees to hold the Authority harmless from any and all actions, claims, debts, demands, judgments, liability, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the loss of or damage to property and injuries, illness or disabilities to or death or any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the Bid Opening site and or the site upon which the property is located, or while the property is in possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Authority control.

14.0 REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, Local and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing and handling, possession, transportation, transfer, export, processing, manufacture, sale, use, or disposal of the property listed in the Contract. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the Virgin Islands is a party to this sale or has any interest in the property at any time.

15.0 ENCUMBRANCES

Seller represents and warrants that the Property is free from all liens and encumbrances of any kind, except as expressly noted on an attached Encumbrances Disclosure, which is expressly made a part of this Contract.

16.0 SELLER'S AUTHORITY

Seller represents and warrants that Seller is fully vested with power to sell and convey the property free and clear of any liens or encumbrances without consent or approval of any third party and without condition or contingency except as expressly noted otherwise in this Contract. To the extent that Co-Seller is listed, Seller covenants and warrants that Seller is authorized to execute this Contract on behalf of the Co-Seller and that this Contract shall be valid and enforceable and binding upon the Co-Seller as it is upon Seller.

17.0 GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands without regard to conflict of laws principles.

18.0 ASSIGNMENTS

A Bidder shall not assign or transfer any rights under this Contract, or registration numbers or Paddle numbers. Any assignment or transfer of aforesaid rights invalidates this Contract and any rights under the Contract.

19.0 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Contract, and its subject matter, are merged therein.



VIRGIN ISLANDS PORT AUTHORITY VEHICLES SALE

By my signature below, I understand and agree to the terms and conditions stated in the Vehicle Sales Contract for purchase of this property.

BID SHEET

PLEASE WRITE CLEARLY

YEAR	MAKE & MODEL	LIC Plate#	SERIAL #	BID AMOUNT

The above is/are my offer(s) on the vehicle(s) that I am interested in.

Print Name: _____

Address: _____

Work Phone: _____ Home Phone: _____ Cellular Phone: _____

E-Mail: _____ Driver's License #: _____

Bidders/Purchaser's Signature: _____

Date: _____



VIRGIN ISLANDS PORT AUTHORITY
VEHICLE CONTRACT SALE AND AWARD

Known All Men By These Presents:

The Virgin Islands Port Authority (hereinafter called “Seller”) in consideration of the sum of _____ By _____

(hereinafter called “Buyer”) the receipt whereof is hereby acknowledged, does by these presents unto Buyer, his/her/its executors, administrators, successors, and assigns, sell the following property:

Vehicle Identification Number (“VIN#”): _____

TO HAVE AND TO HOLD the same unto Buyer, his/her/its executors, administrators, successors, and assigns forever. Seller shall warrant and defend for itself, its successors, and assigns, covenants the sale of said property unto Buyer, his/her/its executors, administrators, successors, and assigns against all and every person and persona whomever lawfully claiming the same.

Buyer hereby acknowledged inspecting the vehicle and purchasing it [them] “as is and where is” completely at the Buyer’s risk and Seller disclaims any express or implied warranties of condition or merchantability for a particular purpose.

IN WITNESS WHEREOF, Seller hereby executes this Contract Sale and Award in duplicate on this ____ day of _____, 20____.

Buyer

Seller

Buyer’s Signature

Procurement and Contract Manager’s
Signature

Print Name

Print Name



2008 Intl 4300 SBA, Bucket Truck

Starting Bid Price - \$12,000.00



Caterpillar Backhoe 4 x 4 Telescoping Arm

Starting Bid Price - \$30,000.00