PR-06-24

REQUEST FOR PROPOSAL

Lead Service Line Inventory

Virgin Islands Water and Power Authority
ST. THOMAS,ST. JOHN, ST. CROIX, U.S. VIRGIN ISLANDS

Date: March 8, 2024

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REQUEST FOR PROPOSAL FOR A SYSTEM MODEL VALIDATION STUDY FOR THE ST. THOMAS/ST. JOHN & WATER ISLAND DISTRICT

1.0 INTRODUCTION

The Virgin Islands Water and Power Authority ("the Authority" or "VIWAPA") is an autonomous government agency, operating under the direction of a Governing Board, that provides electricity and water to residents of the U.S. Virgin Islands. The Authority has two Power Generating Facilities. The Randolph Harley Power Plant ("RHPP") is located on St. Thomas, USVI. The Richmond Power Plant ("Richmond") is located on St. Croix, USVI. The Authority is the sole generating facility in the Virgin Islands and continuous operation is essential.

A. Description of Services: VIWAPA is soliciting competitive proposals from qualified and licensed firms or individuals ("Offeror") interested in contracting with the Authority to provide the following services:

Complete and investigate a service line inventory (SLI) in accordance with the Environmental Protection Agency ("EPA") issued revisions to the federal Lead and Copper Rule ("LCRR"). LCR requires community water systems ("CWS"), such as the Authority, to inventory service lines and determine the material of those lines. For exploratory digging, include the cutting and capping or removal of all existing lead or copper components and restoration of disturbed paved and landscaped areas. The price shall include all materials, equipment and labor. The Offeror will be responsible for complying with all specifications and drawings provided with this Request for Proposal.

B. Schedule: Proposals must include an anticipated schedule of work to be completed for the project. The schedule will entail the following:

- Expected material lead time, including shipping;
- all construction work in number of weeks from mobilization to site-clean up; and
- time frame of final submission of reports and survey data for affect areas/communities.

Project Schedule should be presented in table or Gantt chart format on one page.

C. Experience: VIWAPA is seeking an Offeror with substantial experience comprised of the following:

A qualified and licensed contracting firm to complete and investigate a SLI in accordance with EPA issued revisions under the LCRR that requires CWS, such as VIWAPA, to inventory service lines and determine the material of those lines. In conducting exploratory digging, including the cutting and capping or removal of all existing lead or copper components and restoration of disturbed paved and landscaped areas.

2.0 INSTRUCTIONS TO OFFEROR

An Offeror may submit a proposal for the project. All bid documents must be submitted for the project.

2.1 Project Location

The project will take place at and throughout the following locations St. Thomas, St. John and St. Croix

2.2 Pre-Bid Meeting

Each Offeror is recommended to participate in the pre-bid meeting and conduct a site inspection at its own cost to familiarize itself with the project site, the work area and to ask any questions before submitting a bid. After visiting the site of the project, each Offeror shall carefully examine the Request for Proposal (RFP). Any conflict that exists between the RFP document and project inspection shall be brought to the Authority for resolution. Each Offeror shall fully inform itself prior to the bidding of all existing conditions and limitations under which the project will be performed and shall include in its bid a sum to cover all costs of all items necessary to perform the work as set forth in the RFP document. No allowances will be made to any Offeror for claims arising from the existing condition, which could have been ascertained by an examination of the project site and the review of the project documents.

2.3 Communication

All correspondence shall be identified by the Request for Proposal number (PR-06-24) and title (Lead Service Line Inventory) and shall be addressed to the Authority's representative at the address below.

Proposals shall be submitted electronically to contractservices@viwapa.vi. A cover letter must be included with your response and addressed to the following individual:

Nicole Aubain
Contract Administration, Manager
Virgin Islands Water and Power Authority
9720 Estate Thomas
Al Cohen Plaza
St. Thomas, VI 00802

2.4 Submittal

A cover letter must be included with proposal addressed to the Contract Administration individual identified above. All proposals shall include the following submitted via email to contractservices@viwapa.vi :

1. Any exceptions to the requirements stated in this Request for Proposal, including those to the General Contract Terms, shall be listed and explained in the Offeror's proposal.

2. Agreement to the payment schedule.

3. Rates for labor, services, equipment and material add-on percentage shall be attached. Prices should be submitted on a firm basis without escalation. Payment of invoices will be subject to satisfactory performance and acceptance of work by the owner or a representative of the Authority. All pricing will be firm for the duration of the contract.

4. The Offeror must submit, with its proposal, a preliminary project schedule. This schedule shall detail the basic planning steps:

   i. Project phases
   ii. The breakdown of phases into tasks
   iii. Time estimates for each task
   iv. Resource allocation (labor, equipment, etc.)
   v. Critical path of the schedule

   The schedule will commence on the date the Notice to Proceed from VIWAPA is issued and end with the acceptance of work issued by VIWAPA. This schedule will be utilized while evaluating proposals and setting dates for the individual project elements.

5. No telegraphic bid or telegraphic modifications of bid will be considered.

6. No bids received after the time specified for receiving them will be considered.

7. Each bid shall adhere to the following conditions:

   i. Addressed the bid to the Authority at the address given in this section.
   ii. It is the responsibility of the Offeror to see that its bid is received on time.

8. The Offeror is required to submit a statement regarding its previous experience in performing comparable work, its business and technical organization, financial resources, and equipment available for use in performing the work. The Offeror is required to provide resumes for the Field Engineer or Technical Advisor who will be responsible for the demolition.

9. The Offeror is instructed to propose the work competitively where time as well as cost will ensure award of the project. The Offeror must be aware that if the job falls behind schedule, then it must make up the time by extended working hours, shifts or manpower to the satisfaction of the Authority or Liquidated Damages will apply.

2.5 Bid Withdrawal

An Offeror may withdraw its bid, by written request, at any time prior to the scheduled proposal submittal. No Offeror may withdraw its proposal for a period of ninety (90) days after the date set for opening thereof, and all proposals shall be subject to acceptance by the Authority during this period.

2.6 VIWAPA's Rights

VIWAPA has the right to reject any or all proposals and to waive informality and irregularity in the proposals.

3.0 LEGAL REQUIREMENTS

All proposal responses shall adhere to the requirements of the Authority's proposal request and the Authority's Professional General Contract Terms included with the RFP. Those requirements in the RFP pertaining to the Offeror's responsibility for taxes, insurance and the application of liquidated damages, are of paramount importance to the Authority and shall apply, unless expressly waived by the Authority. The Offeror's response must expressly state the terms and conditions of the Authority's Professional General Contract Terms to which the Offeror takes exception. Unless expressed by the Authority in writing, no exception shall be deemed to be accepted. The Authority reserves the right, depending upon the stated exception, to consider any proposal nonresponsive and not subject to further consideration. All questions and inquiries regarding any matter affecting the proposal responses must exclusively be directed, in writing, to the Authority's Manager of Contract Administration, Ms. Nicole Aubain.

3.1 General RFP Requirements

All costs and expenses associated with developing and/or submitting a proposal in response to an RFP and/or any related activity following the submission of any such proposal shall be borne by the Offeror. While VIWAPA has endeavored to supply useful information in the RFP, it makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Offeror by, or on behalf of, VIWAPA. VIWAPA shall have no liability relating to or arising from any such information or the use thereof. Offerors are encouraged to conduct their own investigation and analysis of any and all information contained herein or otherwise provided by or on behalf of VIWAPA. The RFP is not an offer or commitment and is not capable of being accepted to form a binding agreement. VIWAPA reserves the right, in its sole discretion, to withdraw or modify the RFP at any time, to accept or reject any or all proposals for any reason, to waive any irregularities or informalities in the proposal process or any nonconformance with the requirements of the RFP, and to enter into further discussion or interviews with any one or more Offeror.

3.2 General Contract Requirements

This project will be federally funded in part by Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") Grant Funds. The successful Offeror will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. The federal contract terms, conditions, and provisions are attached to the RFP. **Successful Offerors must not be debarred from working on federal contracts.**

The Authority's Professional General Contract Terms with Federal Requirements shall also be applicable to all Contracts with the Offeror. Additionally, any contract entered into in this matter is subject to the HUD Terms and Conditions ("HUD RIDER") which are attached hereto and made a part of this RFP as Exhibit B. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms or HUD Rider with which the Offeror takes exception. The Authority reserves the right to reject any exceptions, or consider any exceptions taken to the General Terms and Conditions to be unresponsive and not subject to further consideration.

3.3 Taxes

The Price proposed by Offeror shall be the total consideration, inclusive of taxes, if applicable. The Offeror, if awarded the Contract, may be subject to Virgin Islands gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror unless exempt by law. The Offeror is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror's tax liability. **To the extent an Offeror claims an exemption from any applicable Virgin Island**

Tax or custom duty, Offeror must, upon contract execution, present the Authority documented evidence from IRB or other Virgin Islands Government Department establishing that the Offeror is not responsible for taxes.

Pursuant to 33 VIC § 44(a) (b) of the Virgin Islands Code as amended, the Government of the Virgin Islands and its instrumentalities, agencies and public corporations are required, when making a payment to any person, partnership, firm corporation of other business association that is subject to the payment of gross receipt taxes under the law, to deduct and withhold from such payment, gross receipt taxes as required by law at 33 V.I.C. § 43 (a). Payment for the purposes of withholding is defined by law as:

1. any single payment of at least $30,000;

2. any payment pursuant to a contract providing for a total expenditure of $225,000 or more.

In Contracts where the Offeror will provide to the Authority, equipment, supplies, materials or parts (the "Materials") which are to become the property of the Authority and where such Materials are subject to custom duties and/or excise taxes ("Taxes"), those Materials must be consigned to the Authority at a port other than the Virgin Islands. Provided however that the Offeror shall retain the risk of loss for the Materials until the scope of work of the contract is completed or accepted. The Offeror shall provide insurance against loss or damage to the Materials while in transit in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

Attached please find further direction from the Virgin Islands Bureau of Internal Revenue regarding tax obligations for contractors working in the Virgin Islands identified as Exhibit C.

3.4 <u>Business License</u>

Offerors and their sub-offerors must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. **Licenses presented by the Offeror must be related to the work being performed pursuant to the Contract**. The Offeror is advised to contact the Department of Licensing and Consumer Affairs ("DLCA") at (340) 774-3130 for information on the requirements for obtaining a business license, information on whether their operation requires or does not require a business license, or to obtain a waiver of the business license requirement if a waiver is applicable to their services. Should Offeror wish to claim that the scope of the services being provided do not require it to obtain a business license, Offeror must present to the Authority documented evidence from DLCA that the Offeror is not required to obtain a business license. Copies of all necessary and applicable license(s) or copy of a business license waiver shall be obtained by the Offeror and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Offeror must supply the Authority with its taxpayer identification number. Failure by Offeror to present its license(s) prior to execution of the contract or within such other reasonable time as agreed to by the parties may be grounds for the Authority to rescind the Contract.

At contract execution, any Offeror that does not possess the following may, at the Authority's sole discretion, have the contract award rescinded:

a) a business license, or

b) a waiver letter from DLCA that a business license is not required, or

c) evidence, subject to verification, that an application for a business license has been submitted to DLCA for processing.

3.5 Liquidated Damages

The Authority shall assess liquidated damages solely for delay in achieving contract completion. For each day that the project extends beyond the specified contract completion date, for any cause other than excusable causes as defined in Paragraph 13a of the attached General Contract Terms, the Offeror and its sureties shall be liable to the Authority and shall be assessed a liquidated damage in the amount of $1,000 per day subject to a maximum of liquidated damages not greater than 10% of the total contract price.

The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

3.6 Insurance

The Offeror is required to obtain and maintain in effect insurance coverage pursuant to Exhibit A, Clause 20 of the General Contract Terms with Federal Requirements or Clause 14 of the Professional General Contract Terms with Federal requirements, whichever terms are applicable. In addition, the Offeror shall submit proof of insurance coverage to the Manager of Contract Administration upon award of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract. If required, Offeror shall obtain Errors and Omission Liability Insurance in an amount not less than $2,000,000.00.

3.7 Environmental Responsibility

The Offeror shall, in the performance of the Scope of Work, be responsible for complying with any federal or local laws and any Rules, Regulations and Guidelines issued by the EPA, V.I. Department of Planning and Natural Resources (DPNR), and any other Federal or local regulatory agencies with regard to the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

The Offeror shall become familiar with and adhere to the policies and practices of the Authority regarding the discharge or spilling of oil, petroleum products, and any other policies applicable to the work as determined by the Authority.

In addition, Offeror shall be responsible, at its expense, for the clean-up of any and all substances, regulated or not, which it spills or causes to be spilled on the Authority's premises or worksites.

The Offeror shall indemnify the Authority for any and all fines and penalties, assessed to the Authority as a result of Offeror's failure to adhere to EPA, the Occupational Safety and Health Administration ("OSHA") and DPNR regulations and directives, and shall further pay all the Authority's costs, expenses and attorney's fees, in connection therewith. Additionally, the Offeror shall indemnify the Authority for the cost of cleaning up all spills and discharges if the Authority has performed such work on Offeror 's behalf.

3.8 Federally Funded Projects

A. Duns Number & Sam Search Requirements

Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from bidding on Federal Government Projects. Before a bid or proposal may be submitted on federal funded projects, Offeror needs to obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants.

When bidding, Offeror(s) must provide their Data Universal Numbering Systems Number (DUNS) at the time of submission of their bid or upon contract execution. Where federal funds are used for payment of contract services, contractors that are serving an active suspension, or are currently debarred by the Federal Government from the federal procurement process will not, be allowed to participate in the Authority's procurement process. Any proposal submitted by an excluded contractor shall not be eligible for consideration, nor shall a debarred or suspended contractor be allowed to serve as an individual surety. **Further, the Authority shall not award a contract to an Offeror that subcontracts any portion of the Authority's work to any firm, company, individual or corporation that is serving an active suspension or is currently debarred by the Federal Government.** During the procurement process, the Authority will check the System Award Management ("SAM"), a Federal Government owned and operated free website that consolidates the capabilities in Central Contractor Registration ("CCR")/FedReg, Online Representations and Certifications Applications ("ORCA") and the Excluded Parties List System ("EPLS"), to determine if Offeror or any of its subcontractors have been debarred or suspended.

The Authority will make semi-annual checks on SAM to verify that all contractors that are performing work on federally funded projects of the Authority are in good standing and have not been suspended or debarred. All verification attempts shall be documented. If after contract award or during the performance of any contract, it is found that a contractor has been debarred or suspended, any active contract(s) of an excluded contractor will be terminated for default or for convenience under separate provisions of the contract.

B. Davis Bacon Act Requirements

In instances where Federal funds are utilized for the payment of the Scope of Work, the Offeror shall comply with the Davis Bacon and Related Acts (DBRA). These regulations can be found in-part within the Code of Federal Regulations (Title 29 CFR, Parts 1,3,5,6 and 7). The Davis-Bacon Act requires that all contractors and subcontractors performing work on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000, pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Prevailing wages are computed by the Department of Labor (DOL) and are issued in the form of a Federal Wage Decision. This decision includes a Wage Rate Determination for each work classification listed by construction type, for each county where work is performed. Each contractor and subcontractor hired must sign a contract which includes the Federal Wage Decision listing and a Wage Determination for its employees by worker classification.

Attached as Exhibit D to the RFP is a Notice of Federal Guidelines related to the Davis-Bacon Act and its requirements.

C. Use Of Small, Minority And Women's Owned Enterprises

The Offeror will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (Exhibit E) of DBE/SBA

businesses. Offeror shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in its contracts or subcontracts etc.

D. Section 3 Requirements

i The work to be performed under this contract is subject to the requirements of section 3 of the HUD Act of 1968, as amended. 12 U.S.C. § 1701u ("section 3"). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii The parties to this contract agree to comply with HUD's regulations under 24 C.F.R. Part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Offeror's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Offeror will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

v. The Offeror will certify that any vacant employment positions, including training positions, that are filled: (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. Part 135.

vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i)

preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

E. Affirmative Action Plan

In order to comply with **Section 3** and **Executive Order 11246**, HUD requires that all Offerors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which show specific steps taken by the Offeror to promote Equal Opportunity and the utilization of area residents and business in the implementation of this Contract. This plan must be submitted to VIWAPA upon contract execution.

Reference to **Section 3** of the HUD Act of 1968 as amended, 12 U.S.C., 17010, will also be found in the appendix document referenced as the "HUD Riders".

3.9 Conflict of Interest

An Offeror submitting a proposal 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 RFP. An Offeror submitting a bid or proposal must certify that:

- no officer, agent, or employees of the Virgin Islands Water and Power Authority or any member of the Authority's Governing Board has a pecuniary interest in the bid or proposal;
- the bid or proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals or invitation for bid.
- the Offeror is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

The Offeror must also describe any contractual or other business relationship with VIWAPA or any of its employees, officers or members of the Board, including the value of the contract or business relationship, entered into during the last five (5) calendar years. Offeror, and any of their contractors, shall notify VIWAPA as soon as possible if the proposed scope of work, or any aspect related to the anticipated work raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)).

Offeror and its subcontractors shall explain the actual or potential conflict in writing in sufficient detail so that VIWAPA is able to assess such actual or potential conflict. Offeror and any of its subcontractors shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual

or potential conflict of interest. Offeror and its subcontractors shall accept any reasonable conflict mitigation strategy employed by VIWAPA including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. A violation of this requirement may result in the rescinding of a contract award or termination of the contract.

3.10 Drug and Alcohol Testing for Offeror's Employees

The use of drugs, alcohol, and unauthorized substances is prohibited at all of the Authority's business locations, power generating, transmission and distribution, and potable water facilities, workplaces, worksites, and parking areas (collectively hereinafter "Premises").

- Drugs are any drug or controlled substance which is not legally obtainable under both local and/or federal law, including but not limited to marijuana, opiates, PCP (phencyclidine), cocaine, heroin, amphetamines, barbiturates, benzodiazepines, narcotics, hallucinogens, inhalants, designer drugs, and/or any substances and/or paraphernalia that are prohibited by federal or local law.

- Unauthorized substances are over-the-counter or prescription drugs that are used, possessed, purchased, transferred, dispensed, or distributed in the manner outlined below:

  a. prescription drugs that are not prescribed and/or prescribed on an invalid prescription;
  b. prescription drugs that are prescribed at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  d. over-the-counter or prescription drugs in a manner that contradicts the direction or instructions for use.

- Alcohol is defined as a colorless volatile flammable liquid that is produced by the natural fermentation of sugars and is the intoxicating constituent of wine, beer, spirits, and other drinks.

The Offeror (and its subcontractors or agents) that furnish temporary employees that work alongside VIWAPA employees or that are assigned to work at any VIWAPA worksite, must have a Drug, Alcohol, and Unauthorized Substance Testing Policy for their respective employees, which policy shall include reasonable suspicion and post-accident testing. In the event an Offeror, its agent or subcontractor does not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Offeror, its agent or its subcontractors shall apply the Authority's Drug, Alcohol, and Unauthorized Substance Policy, approved April 26, 2016, and shall confirm in writing, to the Authority's Project Manager, within ten (10) work days after the effective date of the contract, that its employees, and employees of its agents or subcontractors, have been notified of and instructed on the Authority's Policy requirements. Failure by the Offeror, or its agent, or subcontractor to have a Drug, Alcohol, or Unauthorized Substance Testing Policy, and to present evidence of such upon contract execution, or to agree to use the Authority's policy in the event they do not

have a policy of their own; or to verify in writing their employees have been trained on the Authority's policy, may be grounds to rescind the contract award or terminate the contract.

The Authority reserves the right to notify the Offeror if the Authority suspects that the Offeror's employee, agent, or subcontractor employee is in violation of the Contract or the Authority's Drug, Alcohol, and Unauthorized Substance Policy. If notified, the Offeror shall immediately invoke reasonable suspicion or post-accident testing. The Offeror shall provide the Authority with a written report advising of the results of the testing, its investigation into the Authority's complaint and the status of the employee involved in the investigation. Any Offeror's employee, or employee of a subcontractor, or agent that fails a drug, alcohol, or substance abuse test shall not be allowed to return to the Authority's Premises until the Offeror provides written verification to the Authority that the employee has passed a subsequent test and is appropriately rehabilitated. Provided however, the Authority may require the removal from the jobsite of any employee of an Offeror or subcontractor or agent if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

A copy of the Offeror, Subcontractor or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

3.11 Communication With Authority Board Members / Employees / Evaluation Committee Members

To preserve the integrity of the procurement process, and unless otherwise instructed, all communication, written or oral, regarding any RFP and/or solicitation of quotations, must be submitted through the Authority's Contract Services Manager. Any direct contact made by an Offeror with the Authority's Board Members, Officers, Directors, employees, or the members of the Authority's Evaluation Committee concerning the procurement in an attempt to influence the procurement is prohibited and may be grounds for disqualification.

3.12 Confidentiality

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP may become a record of the Authority and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date no court of law has ruled on the application of this law to independent instrumentalities such as the Authority. "Confidential Information" includes all technical business, personnel, taxpayer or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development and business activities of the disclosing party and that has been identified as "confidential". Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to

make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees): (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party: or (iv) is required to be disclosed pursuant to legal process or regulation.

3.13 Contract Execution

The final contract sent to the Offeror for execution must be signed and returned to the Division of Contract Administration within seven (7) business days of receipt. Failure by the Offeror to return the executed contract within the stated time may result in the contract award being rescinded. It is the responsibility of the Offeror to timely advise the Authority of any issues affecting contract execution so that the parties may discuss additional time for execution.

3.14 Notice to Proceed

The Notice to Proceed contains the commencement date of the contract work. The Notice to Proceed form must be executed and a copy presented to the Manager of Contract Administration prior to the final execution of the contract by the Authority's Contracting Officer.

4.0 SPECIFIC PROVISIONS

4.1 Scope of This Section

This section includes guidelines and requirements that must be adhered to while performing the work.

4.2 Acceptance of Work

Acceptance shall be made through VIWAPA's assigned personnel. Specifically, the project acceptance will be based upon receipt of the final project report, satisfactory completion of punch list items, demobilization of Offeror's equipment, and documentation outlining the equipment's finial destination at a licensed facility.

4.3 Codes and Standards

The project shall be performed in accordance with all the Federal and Local Codes and Standards that are deemed applicable to the project. The Codes and Standards utilized shall be the latest edition in effect on the date of preparing the project proposal. The applicable section of the most current version of the codes, standards and regulations listed in this Request for Proposal include, but not are necessarily limited to, standards promulgated by the following agencies and organizations:

ANSI:	American National Standard Institute
ASME:	American Standards of Mechanical Engineers ASNT: American Association of Non-Destructive Testing ASTM: American Association of Testing and Material AWS: American Welding Society
DPNR:	Department of Planning and Natural Resources EPA: Environmental Protection Agency
IEEE:	Institute of Electrical and Electronics Engineers
NEC:	National Electric Code
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Administration
UL:	Underwriters' Laboratories

Including local (U.S. Virgin Islands) building, plumbing, mechanical, electrical, fire, health department and public safety codes.

Manufacturer's Specifications: All manufactured material, and/or equipment offered by the contractor and its vendors shall be in accordance with the design criteria and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's specifications and instructions, unless herein specified otherwise.

4.4 Conflict of Interest

No member of the Governing Body of the Authority or other unit of government and no other officer, employee, or agent who exercises any functions or responsibilities in connection with carrying out the project shall have a personal interest direct or indirect, in the contract.

4.5 Cooperation with Others

The Offeror will coordinate work with the Authority's representative during the project execution. The Offeror shall cooperate with other contractors on-site in order to complete the project in an orderly and timely manner. The project shall NOT interfere with the normal operation of the Authority's plant and equipment. If at any time during the course of the project, any portion of the work cannot be carried out without shutting down equipment, the Offeror shall submit this phase of the work, in writing, to the Project Coordinator to assure proper coordination with plant operation personnel. This notice for shutting down equipment must be submitted two (2) days in advance. The Project Coordinator will inform the Offeror when such shutdown can be obtained and its duration. The Offeror shall NOT operate any valves under any circumstances.

4.6 Inclement Weather

Within ten (10) days of the date on the notice to proceed, the Offeror shall submit to the Authority a plan, which outlines necessary measures the Offeror proposes to perform, at no additional cost to the Authority, in case of inclement weather.

The Offeror, including subcontractors, will take every practicable precaution to minimize danger to persons, to the work, and to adjacent property, and carefully protect the work and material against damage or injury to personnel due to weather. These precautions shall include closing all openings, removing or

securing all loose material, tools or equipment from exposed locations, and removing or securing scaffolding and other temporary work.

4.7 Manpower and Time Charts

The Offeror will submit with the bid package an estimated manpower and time chart to perform the scope of work. The time chart should consist of a program evaluation and review technique ("PERT") or critical path method ("CPM") chart by task showing activities, durations and critical paths. These manpower and time charts shall be used to monitor the progress, with updates at a minimum of once per week. The Offeror shall register all vacancies to which he desires to fill with local manpower to the Virgin Islands Department of Labor in accordance with ACT 5174 of the Virgin Islands Code.

During the installation/construction of the work, the Offeror must furnish the Authority with daily, weekly, and monthly status reports. The Offeror shall have his reports type written, and any submitted reports shall have the company letterhead or logo, address, and telephone numbers. The Authority will have the authority to change the chain of work events to suit the equipment availability as not to lengthen the work or job schedule. This job is turn-key, and
any eventuality must be included into the proposed pricing, including manpower, working shifts and equipment.

4.8 Overall Protection

The Offeror shall provide for the necessary protections of existing facilities, and the work area to prevent nuisance or damage to adjacent property and vehicular traffic from debris, etc. and shall be solely responsible for any damage resulting there from.

4.9 Payment Schedule

	Design & Payment Schedule	
Component	Percentage %	Amount $
Mobilization	10	
Investigate Areas	30	
Service Line Survey	30	
Report & Data Collection	30	
Total		

4.10 Evaluation Scoring Requirement

All Offerors bidding will be evaluated on a value scale of 100 points.

Evaluation Criteria	Weight (100%)
Cost	25
Time for Performance/Delivery	15
Experience of Contractor/Subcontractors	25
References	5
Description of Project Approach – How you propose to get the job done	10
Participation of Local Companies	10
Responsiveness	10

Descriptions of the evaluation criteria items above are as follows:

1. Experience: Experience performing a similar work scope is an important consideration as it largely determines the quality of work that will be received from the vendor. Several items were taken into consideration to determine the Offeror's experience:

    - Experience working on federally funded projects
    - Experience with similar demolition and material disposal projects
    - Experience with fire protection systems

2. Demonstrate understanding of project scope: Theoretical understanding of project scope.

3. Ability to perform work: Experience and availability of key personnel, equipment and other resources to perform work outlined in scope of work. Ability to coordinate with sub-contractors and consumer/customer to protect customer interest while completing tasks.

4. Cost: Offeror's total proposal price for the project will be compared against other respondents and against the Authority's estimate for the services following any adjustments deemed necessary to allow for equal and fair comparison. Significant variances with the budget will be noted and analyzed.

5. Schedule Duration: The entire time taken to complete the scope of work based on the how many days between the planned start date and planned finish date.

The Offeror's proposed schedule will be evaluated for task durations and sequencing of the work and compared to VIWAPA's schedule requirements for the Project.

Offeror's total bid price for the Project will be evaluated against other responders following any adjustments deemed necessary to allow for equal and fair comparison.

6. Financial Strength: Offeror's financial strength will be considered including Offeror's history of successfully completing similar projects and ability to procure needed materials and hiring of subcontractors to complete the work.

7. Compliance with terms and conditions of RFP: Offeror's willingness and ability to comply with all the terms and conditions noted in the RFP.

4.11 <u>Quality in Absence of Detailed Specifications</u>

Where the project requires that material or equipment be provided or that construction work be performed, and a detailed specification of such material, equipment or construction work are not set forth, the Offeror shall perform a submittal for the owner's approval. The material and equipment must be of the best grade in quality and workmanship obtainable in the market, from firms with established, good reputations, and shall follow standard practices in the performance or construction of work. Where not specified, the Offeror shall provide original manufacturer equipment or equal quality products. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment or work as a whole and in part.

4.12 <u>Safety</u>

The Offeror shall be responsible for the safety and health conditions on the work site. The Offeror shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Offeror shall provide protection for all persons including but not limited to his employees and employees of other Offerors or subcontractors, members of the public, and employees, agents and representatives of the Owner, and regulatory agencies that may be on or about the work- site.

The Offeror shall provide and maintain all necessary safety equipment such as barriers, signs, lights, walkways, fire prevention and firefighting equipment. The Offeror shall take such other action as required to fulfill his obligation. A fire watch personnel is mandatory when welding, cutting, etc. The Offeror shall comply with the Authority's Hot Work, Work, and confined space permit procedure.

All personnel shall wear hard hats, shoes, ID badges, FRC clothing and safety equipment at the work site at all times. No short pants or cut off sleeves are allowed on the facility. The Offeror will dress its personnel to comply with all OSHA standards pertaining to Power Plant Facilities. The Owner's representative is authorized to halt the work if these requirements are not met.

Offeror's personnel found consuming alcoholic beverage(s) or using illegal drugs on site or during lunch breaks on or off-site will be escorted from the premises and barred from entering the jobsite, at no

additional cost to VIWAPA.

The Offeror shall comply with all applicable federal and local laws, ordinances, rules, and lawful orders of authorities having jurisdiction for the safety of employees and protection of property.

The Offeror shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs. The Offeror shall follow the Authority's Lockout & Tag- out Rules & Procedures. The Authority will provide the Offeror with a copy of this manual.

4.13 Sanitation

The Offeror shall enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste that shall be conducive to their health and tend to prevent the inception and spread of contagious and infectious disease among them. The Offeror shall maintain necessary, sanitary conveniences for the use of the workers on the project, properly secluded from public observation. Such facilities shall be made available when the first set of employees arrives at the project site.

4.14 Security

The Offeror is responsible for maintaining security at the project site even though the project site is within an existing facility with fences. All stored material and equipment must be secured against unauthorized use. Prior to mobilizing, the Offeror shall submit a list of personnel who will be working on the project to VIWAPA's Project Coordinator. Identification passes will be made at no cost to the Offeror. All passes must be handed in prior to demobilizing.

4.15 Site Clean Up

The Offeror must provide trash receptacles for the disposal of all work-related trash. The work site must be cleaned daily of paper, plastics, beverage containers, etc. Any unwanted work-related trash should be placed in trash-receptacles supplied by the Offeror. Upon completion of work, the Offeror shall remove from the site all rubbish and unusable material resulting from his work. All demolished materials and waste materials must be removed from the project sites in accordance with the applicable local and federal regulations.

4.16 Subcontractors

The Offeror shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the rights to approve the subcontractors. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. The selected Offeror shall assume the responsibility to bind

every subcontractor by the terms of the contract, and to the drawings and specifications applicable to his work. With regard to payment by the Offeror for work performed by any of its Subcontractors, the Offeror, after invoicing the Authority for Subcontractor work, shall pay each Subcontractor after it receives payment for their services from the Authority. Upon request for any subsequent progress payments, Offeror in order to receive that payment, must present suitable evidence that payment(s) previously made for Subcontractor work was paid to Subcontractor. Offeror, by appropriate agreement with each Subcontractor, shall require each Subcontractor to make payments to their Subcontractor in a similar manner. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.

4.17 Time and Equipment Rates

In the event that the Owner requires additional services over and above the contractual scope specified herein, bids must include applicable rates for labor and services.

4.18 Unloading and Storing Material And Equipment

The Offeror shall include in his proposal arrangements for shipping, receiving, unloading, and handling all material and equipment furnished by him and his subcontractors, and shall be responsible for the storage, care, protection and security of such material during the unloading, after the unloading, and throughout the entire construction period.

Limited ground space will be available at the jobsite for the Offeror's general use.

4.19 Warranties

The Offeror warrants for a period of one year to the Authority that material and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the contract documents. The Offeror warrants that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Offeror's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Offeror, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Authority, the Offeror shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.20 Workmanship

All work is to be accomplished in a workmanlike manner and with first class workmanship. All work shall be free of defects or faults.

5.0 SCOPE OF WORK

5.1 Introduction

GENERAL

1. **Project Documentation and Reporting**

Document the entire project through reports, to include pictures, submittals, and a daily field report. The reports must be typed; handwritten reports will not be accepted and submitted to the project manager and project team.

Project report template should include at minimum the following categories:

- Project name
- Project manager
- Project summary
- Status date
- Project key parameters and comments
- Project risks and issues
    - Risk/issue description – Owner and status
    - Conclusion

2. **Certifications and permits**

The Offeror will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

3. **Environmental Considerations**

All waste materials to include released product, oil contaminated soil, absorbent and all other materials must be properly handled and disposed of in accordance with applicable local and federal requirements at the expense of the Offeror, including required testing and documentation. Materials noted herein shall not be disposed of in the local landfills if material is determined to be hazardous.

4. **Other Considerations**

- In addition to the insurance coverage as required by the Authority's general contract terms, the Offeror shall obtain and maintain Pollution Liability Insurance Coverage of not less than two million dollars ($2,000,000.00) for the duration of the project. Duration of the project commences from the start of the demolition to the removal from the Authority's premises to the arrival of the waste materials to their final destination, which must be reflected in the overall project schedule. The work concludes and the final payment due pursuant to this contract shall be made when the

Authority has received documented evidence that all waste collected has been disposed of. Proof of this specific insurance coverage requested herein must be in the form of a certified cover note/certificate or policy from the insurer, which shall be submitted to the Authority upon contract execution. Failure to provide proof of the necessary insurance coverage shall be grounds to rescind the contract award.

- Offeror shall also, at contract execution, provide the Authority a bank money order or certified cashier's check made payment to the Authority in the amount of $10,000 as and for a penalty in the event the Offeror fails to return documents evidencing the disposal of the waste.

- Within five (5) workdays after execution of a contract agreement and issuance of the Notice to Proceed, the Offeror shall submit to the Authority's Project Manager a firm project schedule for the Project scope of work. The project schedule must be agreed upon by the Authority prior to the commencement of work.

- The Offeror shall be responsible for securing all applicable local and federal permits related to this project and comply with the development and implementation of all environmental regulatory requirements associated therewith.

- The Offeror must have a valid Virgin Islands business license directly related to this project's work scope, and must have, at a minimum, 10 years of experience relating to the Project scope of work. Offeror shall submit qualifications and past work history statement to verify this fact.

- The Offeror shall supply an adequate work force that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner. Verification of the work force qualifications is required prior to any removal activity. Offeror including all employees, agents and subcontractors must be OSHA certified. Verification shall include, at a minimum, current OSHA 8-hour health and safety training and current certification associated with the company's oil spill response plan. Offeror must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

5.2 Work Scope

Contractor shall complete the SLI in accordance with the EPA issued revisions to the LCRR that requires CWS, such as the VIWAPA, to inventory service lines and determine the material of those lines. Summary of key components of the rule include:

Develop an initial SLI that documents the service line material on both the utility- and customer -owned portions for all water service lines in the St. Thomas-St. John and St. Croix WAPA Potable Water System and submit to the Territory on or before October 16, 2024.

Post the SLI online for easier customer access.

Create a lead service line replacement ("LSLR") plan if lead and copper service lines are identified.

Notify customers of their service line material within 30 days of completion of the initial SLI and annually thereafter.

Use the completed LSI to adjust where the tap sampling locations are to be collected, and submit an updated LCRR sampling plan to VIWAPA.

Perform a find and fix assessment at any compliance sites where the lead result is above 15 parts per billion (ppb) and copper is above 1300 parts per billion (ppb) .

Each year for the first five years, conduct sampling at 20% of all elementary schools and 20% of all licensed childcare facilities that are served by VIWAPA, until all elementary schools and licensed childcare facilities are sampled at least once. Offer to sample schools and licensed childcare facilities that are served by VIWAPA.

Conduct full LSLRs, perform education and outreach and optimize corrosion control treatment if the 90th percentile for all lead samples in a monitoring round is above the proposed new lead trigger level of 10 ppb by the EPA.

The SLI shall be completed by October 16, 2024. The key components included above do not constitute all the requirements stipulated in the LCRR. The Contractor shall review and identify all the LCRR requirements to ensure VIWAPA will achieve compliance by the deadlines established in the rule.

The Contractor shall inform WAPA of any new additional requirements that may be established by the EPA. If additional requirements are implemented by the regulatory authority, the Contractor shall request a change order as soon as they become aware of the change. Any project changes will be discussed and presented to DPNR for review and approval.

1.2 Service Line Inventory

The purpose of the SLI is to identify the service line materials on both sides of the curb stop. Historical data record checks and consolidation will be first step. The Contractor will present these findings in a report and then begin field service line verification. The Contractor and WAPA shall establish effective communication channels for data understanding, transferring, storage, among other activities necessary to create and update the SLI as information becomes available. Preliminary data collection will be the first step in the field investigation.

1.2.1 Determine Investigation Areas

Contractor will be supplied with the layout of the WAPA water distribution systems. Representative investigation must be completed in all areas of the system. A subsurface investigation plan must be developed by the contractor and submitted to WAPA for review and approval.

1.2.2 Service Line Inventory Dashboard and Reporting

Under this task, the Contractor will perform the following activities:

- Upgrade existing Geographic Information System ("GIS") database to include field captured SL information.
- Populate/export minimum required information into the EPA SLI Template for the 162 CWSs with the data gathered under the tasks above and field verifications by October 16, 2024 deadline.
- Develop an inventory to be hosted online by October 16, 2024.
- Develop a standard operating procedure (SOP) for VIWAPA to update and maintain the SLI and web application.
- Workshop training for VIWAPA staff on procedures for maintaining the SLI web application.

1.2.3 Potholing Inspection

Contractor shall expose the existing water service line and related to the water service lines material on both sides (both the utility- and customer-owned) Contractor shall perform the following tasks:

- Knock on the customer door to notify the customer that the Contractor is on-site.
- Capture "before" photos of the yard area (e.g., showing status of trees, existing yard conditions, existing sidewalk and pavement conditions, etc.) using the WAPA-provided field form.
- Excavate the smallest test hole practicable to expose a minimum of 18 inches of the WAPA service line before the water meter. Remove dirt and debris from service line.
- Take photographs of the service line and any joints. The photographs shall have clear image to help identify the material of the service lines (metallic or non-metallic).
- •Perform all three material identification methods (refer to SERVICE LINE MATERIAL
- IDENTIFICATION METHODS below (Section 1.2.4)) and record the results and relevant site data, \including, but not limited to photographs, gps coordinates, meter number and parcel address in the form provided by WAPA.
- Backfill test holes and replace the in-situ fill.
- Perform site restoration/cleanup (refer to PROPERTY RESTORATION below (Section 1.2.5).
- Set up/take down routine traffic control (signs and cones only).
- Complete and deliver the customer notification materials.

Leak And Damage Reporting

If any leaks are detected before, during or after field investigation of meter boxes, pipes or other infrastructure, the field team will create a detailed text and photo documentation of the leak or damage, including the size, location and description and will notify WAPA immediately.

1.2.4 Service Line Material Identification Methods

Contractor shall utilize all three of the below methods at each location to confirm the service line material.

1.2.4.1 Scratch Test Procedure

Use the flat edge of a screwdriver or coin to scratch the pipe. Take a photo and record one of the following descriptions as the scratch test result in the inventory file:

- Soft, silver, and shiny (indicates lead)
- Color of a new penny (indicates copper)
- Dull gray color with no noticeable scratches (indicates galvanized)
- Non-metallic
- Other
- *If pipe is damaged or severely corroded, Contractor shall not perform the scratch test and will notify WAPA immediately.
- Upload a photo of the scratch test in the inventory file.

1.2.4.2 Magnetic Test Procedure

Place a neodymium magnet (provided by Contractor) against the service line. Record one of the following descriptions as the magnet test result in the inventory file:

- Magnetic (magnet sticks to pipe, indicating iron, steel, or galvanized pipe)
- Not magnetic (magnet does not stick to the pipe, indicating plastic, lead or copper pipe)

1.2.4.3 Swab Test Procedure

Perform a lead swab test to confirm the material is or is not lead. Use a new swab for each material/component found. A minimum of two swabs shall be used per site. Utilize 3M Lead Check Swab, or approved equivalent, (provided by Contractor) to test the service line and any soldered joints, if exposed, and record one of the following descriptions as the swab test result in the inventory file:

- Lead pipe
- Nonlead pipe and lead-soldered joints
- Nonlead pipe and non-lead joints
- Nonlead pipe and lead connector
- Upload a photo of the swab test result(s) in the inventory file.

1.2.5 Property Restoration

At each location backfill all the excavations, replace the in-situ fill, compact to grade, restore all disturbed surfaces (sod, concrete, asphalt, etc.) to original condition, sweep sidewalks, and rake and clean inspection area.

1.2.6 Customer Notification

At each location where an inspection is completed, leave a form to notify the customer that the inspection was completed, the date, and the result of the inspection (based on all three test results, collectively). Upload a photo of the completed form into the inventory file. Upload a photo of the delivered materials on the front door with the address clearly visible into the inventory file. If an inspection cannot be completed due to unforeseen site conditions, knock on the door and notify the customer of the reason before leaving the site.

1.2.7 Data Entry and Schedule

Contractor shall enter data collected from each site into the inventory file at the jobsite. Contractor shall complete all fields for each site where an inspection was possible or note in the relevant fields that an inspection was attempted and the reason for not completing the inspection, including photo documentation. Contractor shall also deliver pictures taken of exposed pipes and other relevant features at each water service site, with written signs to indicate address and where exactly the photo is showing. Contractor shall provide daily email correspondence summarizing work completed on each inspection day, noting progress and challenges encountered. Contractor shall

provide VIWAPA with a weekly transfer of data collected during the week in addition to a weekly schedule of sites to be verified in the subsequent week. Data management will be held in the responsibility of the contractor. One working GIS mapping system will be maintained. Graphical representation of the finding needs to be updated on a weekly basis for inventory material types and percentages of system verified. The main idea of the inventory is to properly document what the system is made of, material type, containing certain materials, dates of installation, need of repairs and planning for system wide rehabilitation.

1.3 Sampling

Based on the results of the field inventory, sampling plans shall be submitted to VIWAPA Lab personnel for review and approval. The lead containing component and service line inventory will indicate the sampling that shall be on both the private and the VIWAPA portion of the system. Sampling must comply with the most updated EPA standards.

1.4 Education and Outreach

Outreach and education play a critical role in every element of the program. The Contractor shall focus on early planning to understand the current communications strategies and materials, educate VIWAPA's staff on Federal and State LCRR communications related requirements, and identify next steps and responsible parties.

The Contractor shall perform:

- Outline LCRR requirements specific to public education, outreach and customer notifications,
- Share example outreach materials, lessons learned and industry best practices
- Understand VIWAPA's current strategies, preferences, partners, materials, strengths and gaps in each requirement topic.
- Identify early action items.
- Complete an assessment of VIWAPA's existing lead and copper related communication and outreach materials as compared to the LCRR requirements and best practices. Findings will be documented in the Workshop minutes or in an updated set of slides from the workshop above.
- Identify key stakeholders.
- Assist in the development of key messaging regarding the LCRR targeted to different audiences or program elements.
- Assessment of VIWAPA's Communications pertaining to LCRR and identify resource needs, discuss program branding and key messaging regarding the LCRR targeted to different audiences or program elements, and early stakeholder engagement.
- Identify early action items, responsible parties and timeline in a summary table.

1.5 Public Education and Outreach Materials

The Contractor shall develop and provide communications content in English, Spanish and Creole to support the field investigations using effective messaging and delivery approaches. For the field investigations the Contractor shall:

- Notify customers of the upcoming inspections via door hangers.
- Approach to inform and/or obtain approval from the customer and track responses.
- Work with VIWAPA in the development of a right of entry (ROE) form to be used to gain access to private property for purposes associated with compiling lead service line inventory or other actions that are part of the agreement. The composition of the private side will also need to be determined.
- Obtain approval from the customer to conduct the inspections. Note that notification materials shall be distributed at least 2 weeks prior to field activities. Contractor is also responsible for completing/obtaining signed ROE forms ahead of the investigations.
- In addition, outreach and education material should include the following:
- A one-page fact sheet to educate customers about the LCRR and how it will impact them.
- A one-page fact sheet to inform customers about the dangers of lead and how to reduce lead exposure.
- A door hanger to notify customers of upcoming service line investigations.
- A door hanger to notify customers of service line material.
- In addition, the Contractor shall develop additional pieces of collateral in both English, Spanish and
- Creole to be used for public outreach and education. The materials will be coordinated with and vetted by applicable VIWAPA department(s).
- Develop a Public Outreach and Education Plan summarizing goals, strategies including content purpose and delivery method, responsible parties, partnering organizations, stakeholders, and timelines for each element of the LCRR. This shall be carefully reviewed and approved by VIWAPA's Communication Department.
- Due to the nature of the information to be conveyed to Stakeholders and to the public, this task shall be strictly coordinated with the VIWAPA's Communication Department. VIWAPA Communications department shall approve the education material developed by the Contractor. VIWAPA is responsible for conveying educational information to the public, stakeholders and other entities involved as required by the LCRR.

1.6 Contractor Requirements

- The Contractor shall have all equipment required for the project.
- VIWAPA will not provide any materials.
- Contractor shall provide all work crews with a digital tablet with cellular service to enter all information in Field App at the job site.
- Contractor to conduct field data collection utilizing GIS mobile applications connected to either ArcGIS Online or ArcGIS Enterprise. Contractor must provide their own licensing for this effort.
- Contractor shall provide VIWAPA with a Viewer Account in the Contractor's ArcGIS Online, so that VIWAPA may view data at any time. Data collected during field work can be transmitted back to VIWAPA by either providing access to the Feature Service REST endpoint, with ability to download, or by extracting the data into a file geodatabase. It should also be noted that this data cannot be shared publicly without consent from VIWAPA, therefore this mobile data collection must be secured.

1.6.1 Health and Safety Plan (HASP)

Contractor must acknowledge in the Proposal that it will prepare an OSHA-compliant Health and Safety Plan (HASP) for workers performing the inspections that includes but is not limited to:

- Pre-inspection safety briefings
- Personal protective equipment (PPE) to be used by field staff at each inspection site, including protection from the potential hazard of handling leaded plumbing materials.
- Site control measures for reasonably foreseeable hazards associated with the Project.

Contractor must provide all PPE and incorporate such costs in the fee proposal.

1.7 Schedule

Contractor must provide the following information in the Proposal:

- Project schedule breakdown in compliance with the LCRR.
- Time to mobilize after receiving Notice-To-Proceed (NTP).
- Potholing Inspections – number of locations that can be inspected per 10-hour day on each island (St. Thomas, St. John, St. Croix)
- Draft deliverable preparation – Preliminary data uploaded to WAPA within 24 hours following each inspection, provided continuously as inspections are completed.

1.8 Final Deliverable

Contractor will supply a comprehensive list and map of material type and components that contain lead and their associated location. Sampling results (informed by target areas of lead and/or copper components and lines have been identified) will be included in the final report with recommendations of capital improvement projects to address high priority areas of concern.

6.0 PROPOSAL FORM

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

The Offeror shall submit all required bid documents including this Proposal FORM for each Project to which he is responding. Pursuant to and in compliance with the Request for Proposal relating to Project _____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The undersigned, having carefully read, examined and become familiar with proposed project and the scope of work and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, hereby proposes and agrees to fully perform the work in accordance with the proposed contract documents, including furnishing any and all labor and material, and to do all of the work required to construct and complete said project in accordance with contract documents, for the following firm base price of:

_____
Dollars

$

Phase I - Mobilization	$ _____
Phase II - Data Collection	$ _____
Phase III System Models & Model Validations, Generation Adequacy Result and Mitigation Strategies	$_____

SCHEDULE OF RATES

Offeror shall include his Schedule of Rates effective for the project duration with his BASE PROPOSAL.

EXCEPTIONS

The Offeror shall list and explain in his proposal any exceptions to the requirements stated in the Request for Proposal. All exceptions will be reviewed during the evaluation of the RFP's.

_____
_____
_____
_____
_____

QUESTIONNAIRE

(MANDATORY)

The undersigned guarantees the truth and accuracy of all statements and answers contained herein. (Include additional sheets if necessary)

How long have you been in business as a General Contractor, Subcontractor?

_____
_____

How many years of experience do you have in modeling electrical systems?

_____
_____

Within the past five years, how many model validation test plan projects have you preformed in which with a description of proposed validation process, desired power system and generation conditions for validation, type of triggered events, and data collection process were required? What was the extent of the scope of work? Did any involve PSS/E models as the model type?

_____
_____
_____
_____

Do you have any experience physically collecting field data of system response events while obtaining data to complete modeling? If so, please describe.

_____
_____

Have you ever failed to complete work per contract specification or within the time limits of a contract awarded to you? If so, where and why?

_____
_____
_____
_____

Provide the following reference information regarding your most recent work(s):

Name and address of owner: _____

_____

Name and telephone number of contact person: _____

_____

Equipment:_____
Work Scope: _____
Start Date: _____
Completion Date: _____
Project Cost: _____

Name and address of owner: _____

_____

Name and telephone number of contact person: _____

_____

Equipment:_____
Work Scope: _____
Start Date: _____
Completion Date: _____
Project Cost: _____

Name and address of owner: _____

_____

Name and telephone number of contact person: _____

_____

Equipment:_____
Work Scope: _____
Start Date: _____
Completion Date: _____
Project Cost: _____

Have you personally inspected the site(s) of the proposed work? Describe any anticipated problems with the site and your proposed solutions.

_____

Will you sublet any part of this work? If so, give details.

_____
_____
_____

Is the business a: Sole-Proprietorship, Partnership, Corporation? (circle one)

Please mark (with an X) the included documentation or accepted terms in your proposal.

	YES	NO
Bid Bond included	_____	_____
Performance Bond included	_____	_____
Payment Bond included	_____	_____
Liquidated damages accepted	_____	_____
Insurance included	_____	_____
General Contract Terms accepted	_____	_____
Payment schedule accepted	_____	_____
Valid VI Business License	_____	_____
Submittals (Project schedule, etc.)	_____	_____

Note: If any marked "NO", please explain:

_____
_____
_____
_____
_____
_____

The names of all persons interested in the foregoing proposal as principal are:

_____
_____
_____
_____
_____
_____
_____
_____

(NOTE: If Offeror or other interested person is a corporation, give legal name of corporation, state where incorporated and names of president and secretary; if partnership, give name of firm and names of all individual co-partners composing the firm; if Offeror or other interested person is an individual, give first and last names in full.)

_____
_____
_____
_____

Are any current employees of the Authority involved in any way, shape or form with the preparation of the proposal or completion of the described work scope? If so, please describe.

_____

_____

Licensed in accordance with 27 Virgin Islands Code Section 303 and with license number:

_____

_____

SIGN HERE: _____

_____

_____
Signature of Offeror

(NOTE: If Offeror is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Offeror is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign contracts on behalf to the partnership.)

Business Address: _____

_____

_____

Telephone Number: _____

Facsimile Number: _____

Date of Proposal: _____

END OF PROPOSAL FORM