

REQUEST FOR PROPOSAL

Schneider Regional Medical Center 2MW/8MWH BESS

Virgin Islands Water and Power Authority

St. Thomas, U.S. Virgin Islands



PR-10-26

June 2026

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1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“the Authority” or “VIWAPA”) is an autonomous government agency, and 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 in St. Thomas, USVI. The Authority is the sole power utility in the Virgin Islands and continuous operation is essential.

Description of Services:

Engineer, Procure, and Construct an efficient and reliable 2MW/8MWH Battery Energy Storage System (BESS) interconnecting with medium voltage switchgear to provide 13.8kV backup power to the Schneider Regional Medical Center (SRMC) on the island of St. Thomas, in the US Virgin Islands.

Schedule:

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

- Design and permitting timeline
- Equipment procurement timeline
- Installation start date
- Civil and concrete work timeline
- Equipment installation dates
- Final interconnection dates
- Factory acceptance testing dates
- Commissioning date
- System testing dates and timeline
- Training outline
- Turnover date to the utility
- Post installation support timeline

Experience:

VIWAPA is seeking an Offeror with substantial experience in providing the following:

- Design and construction of high and medium voltage electrical distribution systems
- Installation and commissioning of Battery Energy Storage Systems
- Operation and Maintenance support for Battery Energy Storage Systems

2.0 Instructions to Offeror

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

2.1 Project Location

The project will take place at the following locations:

- 18°20'27.8"N 64°54'54.9"W — 83RM+CVH Charlotte Amalie, St. Thomas
- 9048 Alton Adams Sr Dr, St. Thomas 00802

2.2 Pre-Bid Meeting

The Authority recommends that each Offeror 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 proposal. 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 proposal 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 Request for Proposal number and title 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

All proposals should be in strict accordance with the following and be emailed to contractservices@viwapa.vi. A cover letter must be included with proposal addressed to the individual identified above:

- Any exceptions to the requirements stated in this Request for Proposal, especially to the General Contract Terms, shall be listed and explained in the Offeror's proposal
- Agreement to the payment schedule
- 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
- The Offeror must submit, with its proposal, a preliminary project schedule. The schedule shall detail the basic planning steps:
 - 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 individual project elements.
 - No telegraphic proposal or telegraphic modifications of proposal will be considered.
 - No proposal received after the time specified for receiving them will be considered.

Each proposal shall adhere to the following conditions:

- Addressed the proposal to the Authority at the address given in this section
- It is the responsibility of the Offeror to see that its proposal is received on time

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.

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 Proposal Withdrawal

Any Offeror may withdraw its proposal, by written request, at any time prior to the scheduled time for 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 non-responsive 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 Requirement

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 by FEMA. 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 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 or 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:

- any single payment of at least \$30,000;
- 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 directions from the Virgin Islands Bureau of Internal Revenue regarding tax obligations for contractors working in the Virgin Islands identified as Exhibit C.

3.4 Performance Bond / Letter of Credit

If a Performance Bond is required in the proposal process, Offeror shall obtain from a third-party surety authorized to conduct business in the United States Virgin Islands and submit with this proposal a performance bond commitment letter. The Commitment letter shall contain a guarantee from the surety that it will, at contract execution, provide a bond in an amount as indicated in Paragraph 22 of the Authority's General Contract Terms, unless different terms are required by the Authority in the RFP or IFB. The Bond shall remain in effect throughout the entire duration of the Contract and for a period of not less than one (1) year after the Authority has accepted the Work. Any change to the Scope of Work resulting in an increase in the contract consideration may require the amount of the performance bond to be increased.

A copy of the performance bond, the format of which is provided by the Authority, must be presented to the Contracting Officer of the Authority prior to or upon execution of the Contract.

Failure by Offeror to present its performance bond at contract execution shall be grounds to rescind the Contract award. Any bond provided must provide for the coverage of any and all changes to the contract that adds to the scope of work.

3.5 Business License

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:

- **a business license, or**
- **a waiver letter from DLCA that a business license is not required, or evidence, subject to verification, that an application for a business license has been submitted to DLCA for processing may, at the Authority's sole discretion, have the contract award rescinded.**

3.6 Liquidated Damages

The Authority shall assess liquidated damages 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.

3.7 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.

3.8 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 U.S. Environmental Protection Agency (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 work sites.

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, 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.

3.9 Federally Funded Projects

A. UEI 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 proposal may be submitted on federal funded projects, Offeror needs to obtain a Unique Entity ID Number , a unique nine-digit identification number for each physical location of your business. UEI 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 Unique Entity ID Number (UEI) at the time of submission of their proposal 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:

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

D. Section 3 Requirements

i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development 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 implement 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 preferences, 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, the U.S. Department of Housing and Urban Development 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 Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010 will also be found in the appendix document referenced as the “HUD Riders”

3.10 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 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 Boards has a pecuniary interest in the proposal;
- The 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.

3.11 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 (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:
 - prescription drugs that are not prescribed and/or prescribed on an invalid prescription
 - prescription drugs that are prescribed at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription
 - over-the-counter drugs in a manner or quantity other than set forth in the directions, or 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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 shall be based on demonstration that the completed project meets the requirements in the contract, including but not limited to receipt of the final project report, satisfactory completion of punch list items, demobilization of Offeror's equipment, and documentation.

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 are not necessarily limited to, standards promulgated by the following agencies and organizations:

All work must follow current/latest applicable requirements:

- NFPA 70 - National Electrical Code
- NFPA 72 - National Fire Alarm and Signaling Code
- NFPA 855 - Installation of Stationary Energy Storage Systems
- IFC
- CSA

Battery module and system certifications:

- UL 1973 — Standard for Safety for Batteries for Use in Stationary and Motive Auxiliary Power Applications
- UL 9540 — Standard for Safety for Energy Storage Systems and Equipment
- UL 9540A — Standard for Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems (when required by applicable code or identified by the Agency)
- CSA TS-800:24 — Large-Scale Fire Test (LSFT) Procedure (when required by applicable code or identified by the Agency)
- (The system configuration must comply with manufacturer factory UL 9540 test certification.)

Grid interconnection standards:

- IEEE 1547 — Standard for Interconnection and Interoperability of Distributed Energy Resources With Associated Electrical Power System Interfaces
- UL 1741 — Standard for Safety for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources, including Supplements A and B
- UL 3141 — Outline of Investigation for Power Control Systems
- UL 62109-1 — Standard for Safety of Power Converters for Use in Photovoltaic Power Systems — Part 1: General Requirements
- IEEE P2030.5.1 — Standard for Common Smart Inverter Profile
- (Others as dictated by the utility, public utility commission, or independent system operator per service territory/operating area.)

Other codes and standards that will apply include:

- ANSI C12.1 (electricity metering)
- ASCE 7 — Minimum Design Loads for Buildings and Other Structures (seismic requirements)
- IEEE 2030.2 — Guide for the Interoperability of Energy Storage Systems Integrated with the Electric Power Infrastructure
- CSA C800-2025

Applicable organizations:

- ANSI: American National Standards 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 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.

4.5 Inclement Weather

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

4.6 Manpower and Time Charts

The Offeror will submit with the proposal 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.

4.7 Overall Protection

The Offeror shall provide for the necessary protection 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.

4.8 Payment Schedule

Payment for the Work shall be made according to the following milestone-based schedule. All payments shall be subject to verification of satisfactory progress, approval of submittals, and acceptance of completed tasks by VIWAPA. No invoice shall be paid without documentation supporting completion of the related milestone. Retainage of 10% shall be withheld from each invoice

Milestone	Description	Percent of Contract Sum
1. Contract Execution / Mobilization	Submission and acceptance of insurance certificates, performance bond, preliminary project schedule, Safety Plan, Quality Management Plan, and mobilization to site.	10%
2. Design & Engineering Submittals	Delivery and VIWAPA approval of full engineering package including civil, electrical, structural, protection & controls, grounding, trenching, GIS/survey, interconnection design, and stamped drawings.	15%

Milestone	Description	Percent of Contract Sum
3. Permitting & Regulatory Approvals	Receipt of all required permits and approvals.	5%
4. Procurement of Major Equipment	OEM purchase orders, manufacturing slots secured, FAT plan submitted.	15%
5. Equipment Delivery to Site	Delivery of all major equipment to SRMC site or approved laydown area.	15%
6. Civil & Structural Completion	Foundations, concrete, duct banks, drainage, grounding, fencing, etc.	5%
7. Mechanical & Electrical Installation	Equipment installation, cabling, terminations, communications, SCADA integration.	15%
8. Testing, Commissioning & Training	System commissioning, functional testing, verification, training, interconnection approval.	15%
9. Final Acceptance	Punch list completion, O&M manuals, as-builts, warranties, turnover to VIWAPA.	5%

4.9 Evaluation Scoring Requirement

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

Evaluation Criteria	Evaluation Details	Weight (100)
1. Experience	Respondents demonstrated their experience/qualification and past performance of comparable contracts (similar in scope of work)	20
2. Demonstrated Understanding of Project Scope	Respondents provided evidence that they have the expertise to complete the work according to the engineering specifications.	20
3. Ability to Perform Work	Respondents demonstrated they have sufficient personnel, equipment, and other resources to perform the work according to the project schedule.	20
4. Cost	The relative ranking of respondent's pricing proposal compared to other RFP submissions and the Authority's cost estimate based on the information provided on the bid forms.	20
5. Schedule Duration	The relative ranking of respondent's completion proposal compared to other RFP submissions based on the information provided on the bid forms.	5
6. Financial Strength	Respondents demonstrated their financial capabilities are sufficient to perform the work.	10
7. Compliance with Terms and Conditions of the RFP	Respondents demonstrated that they have complied with all the terms and conditions noted in the RFP.	5

Descriptions of the evaluation criteria are as follows:

- **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. Items taken into consideration include experience working on federally funded projects, experience with similar BESS projects, and experience with fire protection systems.
- **Demonstrated Understanding of Project Scope:** Offeror's demonstrated understanding of the full technical and operational requirements of the BESS project.
- **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. Demonstrated ability to deliver a design with low life cycle cost.
- **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.
- **Schedule Duration:** The entire time taken to complete the scope of work based on 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.
- **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.
- **Compliance with Terms and Conditions of RFP:** Offeror's willingness and ability to comply with all the terms and conditions noted in the RFP.

4.10 Quality in Absence of Detailed Specifications

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 will 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. Design and engineering reference are provided in Exhibit F, which details specifications of the switchgear, electrical configuration and interconnection location.

4.11 Safety

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 Firewatch 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, and high visibility clothing and safety equipment at the work site at all times. No short pants are allowed on the facility. The Offeror will dress its personnel to comply with all OSHA standards. 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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 right 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.

4.16 Time and Equipment Rates

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

4.17 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.

4.18 Warranties

The Offeror warrants for a period of one year to the Owner 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 Owner, the Offeror shall provide satisfactory evidence as to the kind and quality of material and equipment. Barring externalities that result in severe physical damage, all intended equipment and hardware should be designed and installed with an availability of 99%.

4.19 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 General

General: RFP Required Response Inclusions

- Equipment manufacturer, product names, cut sheets/brochures (including the battery, PV modules, other DERs, inverters, transformers, control equipment, protection devices, enclosures, etc.)
- Site plan
- Electrical schematic diagrams (interconnection, system one-line diagrams)
- Technical specifications of DERs, protection, communication, switchgear, and control systems
- Useable energy storage capacity (kilowatt-hours) for BESS
- BESS capacity maintenance strategy
- Rated power (kilowatts alternating current [AC]) for all assets
- AC:AC efficiency (including auxiliary loads)
- Asset life and any planned replacements
- Annual degradation factor, efficiency, life cycle for BESS
- Communication protocol

- Ambient temperature control system
- Fire protection/suppression system description, as required by code
- Microgrid operational philosophy or high-level functional specifications (sequences of operation should be included for all modes of operation and use cases)
- Microgrid SCADA system screens
- Microgrid interconnection requirements
- Documentations/deliverables
- Maintenance requirements
- Project team, any subcontractors
- RACI chart
- Warranty

5.1 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 shall be submitted to the project manager and project team.

Project report template must 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

5.2 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.

5.3 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.

Adherence is required to the environmental considerations outlined in the OIA requirements as well as all local and federal environmental regulations.

5.4 Other Considerations

- In addition to the insurance coverage as required by the Authority's general contract terms, the Offeror shall obtain and maintain 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 Notice to Proceed. Failure to provide proof of the necessary insurance coverage shall be grounds to rescind the contract award.
- 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 and should contain a sense of urgency.
- 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, 5 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 workforce 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 workforce qualifications is required prior to any activity. Offeror including all employees, agents and subcontractors must be OSHA certified. Verification shall include, at a minimum, current OSHA 10-hour health and safety training certificate. Offeror must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

6.0 WORK SCOPE

Attached as Exhibit I

7.0 PROPOSAL FORM

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY BASE PROPOSAL

The Offeror shall submit all required proposal 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, Design and Engineering submittals, Permitting and Regulatory Approvals	\$ _____
Phase II – Procurement and Delivery to the site. Civil and Structural completion.	\$ _____
Phase III – Mechanical and Electrical completion. Testing, Commissioning, and Training, Final Acceptance	\$ _____

7.1 Schedule of Rates

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

7.2 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 RFPs.

7.3 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, Sub Contractor?

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

Within the past five years, how many BESS projects have you performed and where with what operational outcome?

Please relay your experience Operating and Managing, BESS, post installation.

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):

Reference 1:

Name and address of owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____ Completion Date: _____

Project Cost: _____

Reference 2:

Name and address of owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____ Completion Date: _____

Project Cost: _____

Reference 3:

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

Exhibit F – Preliminary Layout & Electrical Drawings

Confidential and Proprietary



Engineering drawings

Exhibit G – Environmental Considerations with Office of Insular Affairs Additions
Confidential and Proprietary

(See attached)

Exhibit H – BESS Modes

Automatic/Manual control that is configurable by WAPA is required for each mode:

Grid Tied Mode

Grid Breaker – Closed, BESS Breaker – Closed, Load Breaker – Closed

BESS provides VAR and Frequency support to grid in grid-forming mode. Unit is charging and discharging up to 50% (user configurable) of capacity. If the grid's parameters fall outside the range of IEEE 1547, exit Grid Tied Mode and enter Island Mode as determined necessary.

Island Mode – Planned and Unplanned with Grid Resynchronization

Grid Breaker – Open, BESS Breaker – Closed, Load Breaker – Closed

BESS operates in grid forming mode supplying loads and is Black Start capable.

BESS has contact terminals to start generator if battery is at 10% state of charge (SOC) or as determined by the Operator.

When the State of Charge is reduced to less than 10%, or as determined by the Operator:

- Open BESS Breaker
- Exit Island Mode
- Enter Standby Mode and wait for grid voltage of 13.8kV $\pm 5\%$ and frequency of 60Hz $\pm 5\%$
- Once returned, BESS resynchronizes with the grid

Standby Mode

Grid Breaker – Closed, BESS Breaker – Open, Load Breaker – Closed

On return of grid if BESS Voltage and Grid Voltage exceeds 0.95 per unit:

- Synchronize BESS Bus with grid, and Close BESS Breaker
- Enter Charging Mode if State of Charge is below 50%, or Grid Tied Mode

On return of grid if BESS Voltage < 0.95 p.u. and Grid Voltage exceeds 0.95 p.u.:

- Enter Charging Mode

Exhibit I – Work Scope

WORK SCOPE

The Work required under this Contract shall include all labor, engineering, materials, tools, equipment, transportation, testing, documentation, permits, and supervision necessary to complete and commission a fully operable and efficient 13.8kV 2MW/8MWh Battery Energy Storage System (BESS) at the Schneider Regional Medical Center (SRMC), St. Thomas, USVI. The BESS shall be designed to control the 13.8kV switchgear as outlined in Exhibit D. The operation of the system is as outlined in Exhibit H.

The Work includes all civil, electrical, regulatory, environmental, technical, and commissioning activities necessary for a turnkey installation.

The Work includes, but is not limited to, the following:

Engineering, Design & Permitting

Complete Engineering Design Package, including:

- Site surveys, topographic mapping, geotechnical assessment
- Civil and structural design for concrete pads, foundations, access, drainage, cable vaults, and trenching
- Electrical engineering associated with BESS and Medium Voltage transformers includes:
 - One-line drawing, general arrangement and schematic drawings
 - Three-line drawing
 - AC Elementary drawings
 - SCADA/communications architecture
 - Grounding and bonding plan
 - Grid interconnection and protection design
 - BESS operational philosophy and functional design specification
 - Microgrid protection and control philosophy and functional design specification
 - SCADA HMI screen document
 - Medium-voltage switching and step-up transformer design
 - Arc flash analysis, short circuit study (L-L and L-G), load flow, and protection coordination study in accordance with IEEE 1584 and IEEE 1453 at PCC

Permitting:

- DPNR, CZM Electrical and Building
- EPA and federal notifications where applicable
- Utility interconnection approval package
- Fire and life safety compliance package per NFPA 855, NEC 2023, and applicable UL standards
-

Procurement

Procurement, transportation, customs clearance, and delivery of:

- Battery energy storage containers of a LiFePO₄ chemistry (vendor neutral)
- PCS (Power Conversion System)
- Medium-voltage switchgear (pad-mount or building-enclosed)
- Step-up transformers rated for BESS output to distribution voltage
- SCADA, Microgrid Controls, and communications equipment
- Control and protection relays
- HVAC, fire detection/suppression systems integrated into each BESS unit
- Cable, conduit, and all electrical balance-of-plant components

Contractor to provide catalog/brochure, order code and design/implementation/user manuals of respective equipment.

Contractor is responsible for all logistics, including ocean freight, local transport, lifting equipment, and staging.

Civil & Site Work

Site preparation, clearing, grading, and layout.

Installation of:

- Concrete pads and foundations for BESS and transformers
- Pull and terminate medium and low voltage cable including PCC termination
- Retaining structures if required by geotechnical findings
- Trenching, duct banks, conduits, and pull boxes
- Perimeter fencing, lighting, gates, and access controls
- Stormwater drainage infrastructure
- Installation of grounding grid and bonding conductors per IEEE 80

Electrical Installation

- Install all BESS containers, HVAC wiring, PCS, transformers, switchgear, microgrid controls, and protection equipment
- Install AC/DC cabling, fiber optic communications, control wiring, network wiring, and cable management hardware
- Terminations, torque verification, insulation testing, and equipment labeling
- Integration with existing control systems to provide:
 - Real-time telemetry
 - Supervisory control
 - Archival data access
 - Alarm and event reporting
- Interconnection to the medium voltage switchgear

Control System & Microgrid Integration

Configure operational control schemes to support including but not limited to:

- Backup power
- Black start
- Frequency support
- Voltage support
- Reactive power support
- Peak shaving / demand reduction
- Active/reactive power control
- Grid-forming capability
- Program controller setpoints, response curves, and dispatch logics in collaboration with VIWAPA System Operations
- Provide cybersecurity compliance documentation aligned with NERC CIP best practices
- Exhibit D outlines the operational mode configuration

Testing, Commissioning, and Training

Testing & Commissioning

Contractor to provide test specifications for the following in advance, and detailed reports shall be provided after testing for review and approval. Contractor will also provide commissioning and testing checklists.

- Factory Acceptance Testing (FAT) of BESS, BESS with microgrid control system, microgrid protection and control system
- Site Acceptance Testing (SAT)
- Functional performance testing
- Protection system testing
- Communications and SCADA acceptance testing
- Load bank and generator testing if required

Training

- System operation training for VIWAPA personnel
- O&M training, including routine maintenance, safety procedures, and fault response
- Delivery of training manuals and electronic resources

Documentation

- Full as-built drawings (CAD + PDF)
- Operations & Maintenance manuals
- Warranty certificates
- Spare parts lists

- Commissioning reports

Project Management & Reporting

Weekly progress reports submitted to VIWAPA including:

- Status of engineering and procurement
- Updated project schedule
- Risk log and mitigation actions
- Photos and field notes
- Safety incidents and corrective actions
- Monthly executive summary reports
- Maintain a project Quality Assurance/Quality Control (QA/QC) plan throughout execution

Warranty & Post-Installation Support

Provide minimum one-year warranty for all workmanship and installed components.

Provide OEM warranties for BESS components:

- Battery performance warranty (typically 10 years) 99% availability
- PCS warranty (minimum 10 years preferred)
- Transformer and switchgear warranties

Provide post-installation support for:

- Troubleshooting
- Remote diagnostics
- Warranty coordination with OEMs
- System training

Remote Operability and DERMS Compatibility

The proposed Battery Energy Storage System (BESS) shall be fully remotely operable and capable of integration with the Authority's future Distributed Energy Resource Management System (DERMS).

1. Remote Monitoring and Control

The BESS/microgrid control system shall support secure, real-time remote monitoring and supervisory control, including at a minimum:

- Control and monitoring:
 - Active and reactive power setpoint control
 - Charge and discharge scheduling

- State of charge (SOC) monitoring
- Grid supporting capabilities, including fast frequency response, dynamic voltage support
- Volt-Var and Hz-Watt response modes
- Voltage ride-through (VRT)
- Frequency ride-through (FRT)
- Black-start capability
- Grid forming capability
- Alarm status, fault diagnostics, and event logging

All inverter functions shall be configurable and coordinated with utility operational requirements. Offeror shall provide validated EMT power models in both the time and frequency domain.

The system shall support remote firmware updates and configuration changes without requiring on-site intervention, subject to appropriate cybersecurity controls.

2. Communications and Protocols

The BESS shall be compatible with industry-standard utility communication protocols, including but not limited to:

- DNP3 (Level 2 or higher)
- Modbus TCP/IP
- IEC 61850 (preferred)

All communications shall support secure authentication and encryption in accordance with current cybersecurity best practices (e.g., NERC CIP-aligned architecture where applicable).

3. Future DERMS Integration Capability

The BESS/microgrid control system shall be capable of seamless integration with the Authority's future platform. The Vendor shall:

- Provide all necessary interface documentation, data maps, and point lists
- Support bi-directional command and control between DERMS and the BESS microgrid control system or Energy Management System (EMS)
- Enable dispatchability for peak shaving, load shifting, frequency regulation, voltage support, and contingency response

- Support aggregation and coordination with other distributed energy resources

The Vendor shall describe prior experience integrating BESS assets with utility DERMS platforms and provide at least two (2) project references.

4. Performance and Interoperability Testing

The Vendor shall participate in factory acceptance testing (FAT) and site acceptance testing (SAT) to verify remote operability and DERMS interoperability prior to final acceptance.

Efforts should be made to confine the footprint of the equipment to the area indicated in the preliminary design. The design provided is the required electrical configuration, but the layout and physical dimensions are diagrammatic and do not indicate a preference for any manufacturer.