PR-05-27

REQUEST FOR PROPOSAL

Hospital Ground Rehabilitation Waterline Construction

Virgin Islands Water and Power Authority

ST. THOMAS, U.S. VIRGIN ISLANDS

Date: October 2026

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REQUEST FOR PROPOSAL FOR

Hospital Ground Waterline Rehabilitation St. Thomas,

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 currently operates six reverse osmosis plants at its Richmond facility on St. Croix, with a maximum daily production of 3.7 million gallons. The maximum storage capacity is 23.4 million gallons across 8 storage tanks. The St. Croix system has 3 pump stations. The Authority currently operates three reverse osmosis plants at its Subbase facility on St. Thomas, with a maximum daily production of 3.7 million gallons. St. Thomas has a maximum daily production of 3.3 million gallons. The maximum storage is 37 million gallons across 4 storage tanks. The St. Thomas system has 14 pump stations. St. John has a maximum storage of 1.5 million gallons and 4 storage tanks. The St. John system has 1 pump station.

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:

To supply and install approximately 2,415 LF +/- of 12" C-900 PVC and LF +/- 770 of 10" C-900 PVC water main, and all related laterals, valves, fittings, hydrants, the cutting and capping or removal of all existing waterlines, hydrants, and restoration of disturbed paved and landscaped areas within the Norre Gade area. The price shall include all materials, equipment, and labor.

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. Time frame of final submission of As-builts and GIS data. Project Schedule should be presented in table or Gantt chart on one page.

C. Experience: VIWAPA seeks an Offeror with significant experience and demonstrated expertise involves replacing and upgrading existing water distribution infrastructure with a new C-900 PVC waterline system. The project includes installation of 12-inch, 10-inch, 6-inch, 2-inch, and 1-inch waterlines, service connections, meters, valves, fire hydrants, air-release valves, and connections to existing water mains. Construction activities include utility verification, traffic control, trench excavation, pipe bedding and installation, surveying, backfilling and compaction, disinfection, leak testing, and roadway restoration. The project requires coordination with existing underground utilities and includes specialized waterline/sewer crossings with concrete encasement where required. The project also provides construction experience with customer service connections, fire hydrants, isolation valves, master meters, and connections to existing 6-inch, 10-inch, and 12-inch water mains. Construction quality requirements include as-built

surveying, testing, OSHA-compliant excavation protection, traffic control, trench restoration, and final commissioning. Preference will be given to Offerors that have successfully completed comparable projects within the last five years.

2.0 INSTRUCTIONS TO OFFEROR

An Offeror may submit a proposal for the project. All proposal documents must be submitted for the project to contractservices@viwapa.vi .

2.1 PROJECT LOCATION

The project will take place at the Hospital Ground community on St. Thomas, U.S. Virgin Islands.



2.2 PRE-PROPOSAL MEETING

VIWAPA will conduct a pre-proposal meeting via TEAMS to provide an overview of project scope, answer vendor questions, and facilitate site visits to representative water system facilities. Attendance is strongly encouraged but not mandatory. Pre-proposal meeting date, time, and location will be specified in the cover letter. Offerors requiring site access to additional facilities for proposal preparation should submit an email to contractservices@viwapa.vi to coordinate access.

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 the proposal and addressed to the following individual identified above:

1. 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.

2. Agreement to the payment schedule.

3. Rates for labor, services, equipment and material add-on percentage shall be attached. Prices should be substantially charged 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 in a Gantt chart. This schedule shall detail the basic planning steps:

i. Project phases
ii. Resource allocation (labor, equipment, etc.)
iii. 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. Address 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 removal of material.

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 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 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 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 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 EPA "Drinking Water Capital Improvement Act" 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 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:
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 BUSINESS LICENSE

Offerors and their subcontractors 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) 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

may, at the Authority's sole discretion, have the contract award rescinded.

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 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 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.

3.8 FEDERALLY FUNDED PROJECTS

A. UEI & SAM.gov Requirements

Federal law requires that contractors performing work on federally funded projects be vetted to determine whether they are suspended or debarred from federal procurement. Offerors shall maintain an active registration in SAM.gov and must have a Unique Entity ID (UEI). Offerors are responsible for ensuring their registration remains current for the duration of the contract.

Offerors must provide their UEI (SAM.gov Unique Entity ID) at the time of proposal submission or upon contract execution, as required. Offerors serving an active suspension or currently debated by the Federal Government are not eligible to participate in the Authority's procurement process. The Authority will verify eligibility through SAM.gov for the Offeror and any proposed subcontractors. Any proposal submitted by an excluded party shall be deemed nonresponsive and ineligible for award.

The Authority may conduct periodic checks of SAM.gov (at minimum semi-annually) to verify that contractors and subcontractors performing work on federally funded projects remain in good standing. If, after award, it is determined that a contractor or subcontractor is suspended or debarred, the Authority may terminate the contract in accordance with the applicable contract provisions.

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. 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 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).

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 proposal 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 Boards has a pecuniary interest in the proposal or proposal;

- the proposal 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 proposal.

- 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 (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 as 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) workdays 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 Offerors 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 shall coordinate work with VIWAPA's representative during project execution and shall cooperate with other contractors on-site to complete the project in an orderly and timely manner. The work shall not interfere with the normal operation of VIWAPA facilities. If any portion of the work cannot be carried out without scheduling operational support or temporary shutdown of equipment, the Offeror shall submit a written request to the Project Coordinator at least two (2) days in advance. The Offeror shall not operate, adjust, or manipulate valves or other system components unless expressly authorized in writing by VIWAPA.

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 PERT or 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 it 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 its 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 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.

4.8 PAYMENT SCHEDULE

This schedule is for offeror to complete to demonstrate how they would like to be paid for the duration for the project with 10% retainage withheld from 20%, 40%, 60%, 80%, and 100% payments until final acceptance of work.

Project Milestone	**Amount**
Mobilization	$
Material Acquisition	$
20% Completion	$
40% Completion	$
60% Completion	$
80% Completion	$
100% Completion	$
Retainage Total to be paid upon final acceptance of work	

Total	**$**

4.9 EVALUATION SCORING REQUIREMENT

All Offerors' proposals 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.	5
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.	25
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.	10
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.	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 number of 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 proposal 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.

4.10 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 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.

4.11 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 its 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 its obligation. 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 its 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 its 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. All stored materials, equipment, and field devices shall be secured against unauthorized use. Prior to mobilization, the Offeror shall submit a list of personnel who will be working on the project to VIWAPA's Project Coordinator. Identification passes, if required, will be issued by VIWAPA. All passes must be returned to VIWAPA at project closeout.

4.14 SITE CLEAN UP

The Offeror shall provide trash receptacles for the disposal of all work-related trash and shall keep the work areas clean and orderly. The work site must be cleaned daily of paper, plastics, beverage containers, and similar debris. Upon completion of work, the Offeror shall remove from the site all rubbish and unusable material resulting from its work and shall restore affected areas to a neat condition.

4.15 SUBCONTRACTORS

The Offeror shall list in its 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 its 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 its proposal arrangements for shipping, receiving, unloading, and handling all material and equipment furnished by him and its 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 furnish satisfactory evidence as to the kind and quality of material and equipment.

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 SCOPE OF WORK

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 and percent completion
- 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 with (support from WAPA personnel) 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.

Work Scope

The scope of work for this project includes the supply and installation of approximately 2,415 LF ± of 12-inch C-900 PVC water main and approximately 770 LF ± of 10-inch C-900 PVC water main**,** including all associated laterals, valves, fittings, hydrants, and appurtenances within Hospital Ground, St. Thomas.

Please refer to **Exhibit G** for the complete scope of work and detailed project information.

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

$

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 many years has your organization been in business as a General Contractor, Sub-Contractor? (circle one). _____Years

Within the past five years, how many Construction projects equal to or greater than this project has your organization completed? _____

Have you ever failed to complete work per Contract Specifications or within the time limits of a Contract awarded to you, if so, where and why?

_____
_____

Name three individuals or corporations for which you have performed related work and to which you refer.

_____
_____

Have you personally inspected the site 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.

_____
_____

What equipment do you own that is available for the work?

_____

What equipment will you purchase for the proposed work?

_____

_____

What equipment will you rent for the proposed work?

_____

_____

Have you included any exceptions with your proposal? _____

Have you included a Preliminary Project Schedule with your proposal? _____

Have you included the professional resume of your intended Project Manager with your proposal?

_____

State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

_____

(Correct Name of Offeror)

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
Proposal 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

Business Address:_____

Telephone Number:_____

Date of Proposal:_____

END OF PROPOSAL FORM

7.0 BID SCHEDULE

	ITEM NAME	ESTIMATED QUANTITY	UNIT	UNIT COST ($)	DESCRIPTION	TOTAL COST ($)
1	WATER MAINS					
	1.1	+/- 2415	L.F.		12-inch AWWA C-900, DR-14, PVC Water Main	
	1.2	+/- 770	L.F.		10-inch AWWA C-900, DR-14, PVC Water Main	
2	VALVES					
	2.1	9	EA		12-inch AVK Gate Valve	
	2.2	5			10-inch AVK Gate Valve	
	2.3	6	EA		6-inch AVK Gate Valve	
	2.4	3			4-inch AVK Gate Valve	
3	SERVICE CONNECTIONS					
	3.1	106	EA		Meter boxes, including curb/ sidewalk repair	
	3.2	38	EA		Service Connections, including excavation and sidewalk repair	
4	AIR-VACUUM RELEASE ASSEMBLIES	2	EA		Air Vacuum Release	
5	ACOUSTIC ACCESS POINTS	15	EA		Acoustic Access Points	
6	HYDRANT ASSEMBLIES	6	EA		Hydrants	
7	TAPPING SLEEVES					
	7.1	2	EA		12-inch x 12 inch Tapping Sleeve	
	7.2	4	EA		4-inch x 12 inch Tapping Sleeve	
9	SITE RESTORATION & CLEANUP	307	TONS		Asphalt Installation and Curb/Sidewalk Repair, in paved areas a minimum of 8-foot-wide resurfacing	
10	ROCK EXCAVATION	250	CY		Removal and disposal of rock.	
11	AS-BUILTS AND GIS					
	11.1	1	LS		As-Builts	
	11.2	1	LS		GIS Recording in excel and Shape files for all attributes	
	TOTAL					

8.0 APPENDIX/ EXHIBITS

Exhibit A - General Contract Terms-Fed/ Basic Insurance Requirements
Exhibit B - IRB Tax Letter
Exhibit C - Notice of Federal Guidelines
Exhibit D- DBE SBA Business Listing
Exhibit E – General Specifications
Exhibit-F-Technical Specifications
Exhibit G- Scope of Work
Exhibit H- Hospital Ground Design Drawings