



PR-02-24 STT 5A Underground RFP

REQUEST FOR PROPOSAL

UNDERGROUND ELECTRICAL CONSTRUCTION PROJECT FEEDER 5A PRIMARY ST.THOMAS

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

Date: February 27, 2024

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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.

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:

REPLACEMENT OF OVERHEAD ELECTRICAL INFRASTRUCTURE WITH UNDERGROUND INFRASTRUCTURE ON FEEDER 5A THAT RUNS ALONG SUBBASE RD AND THE POWER PLANT RD. THE SCOPE OF SERVICES SHALL BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (APPENDIX D- SPECIFICATIONS, FEEDER 5A UG CONSTRUCTION) AND CONTRACT DRAWING (APPENDIX E- DRAWING, FEEDER 5A UG CONSTRUCTION) CONTAINED IN THE PROPOSAL PACKAGE.

This RFP shall be publicly solicited on www.viwapa.vi, Daily News, The Avis, and through a constructed bidders list. All interested parties may formally request the RFP through VIWAPA’s Contract service department (contractservices@viwapa.vi).

2.0 INSTRUCTIONS TO OFFEROR

The following information must be submitted with your proposal:

- Timeframe in which quote is valid
- Completed Proposal Form
- Completed Bid Schedule Form
- Questionnaire
- List of standard terms and conditions
- Section on the company’s experience to similar projects
- Project Schedule Duration and Anticipated Schedule of Work
- Project Cost

If the submitted proposal does not contain all the information required above, your proposal may be considered nonresponsive.

2.1 Project Location

The project will take place at and throughout the following locations:

Subbase Rd. and the Power Plant Rd. with services to complete civil and electrical services to complete underground connection for Feeder 5A on St. Thomas, USVI.

2.2 Pre-Bid Meeting/HUD Conference

A pre-bid conference will be held virtually to introduce the project and cover the Scope of Work and to review the drawings and specifications. The dates and time of the pre-bid conference are included in the cover letter of the RFP. Call-in instructions will be provided to each Offeror that submits an 'intent to bid'.

2.3 Site Visits

Offeror-funded site inspections/visits are encouraged but are not mandatory for this project. Offeror(s) can acclimate to the proposed scope of work, project site, work environment, and further allow the opportunity to develop and receive clarification of any inquiries prior to bid submission. Offeror(s) shall carefully examine the site to identify any apparent discrepancies as it relates to the theoretical and practical execution of the proposed project and be fully aware of the Authority's overall expectations.

Offeror has the responsibility of addressing any concerns and having a clear understanding of all existing conditions and/or limitations involved with fulfilling the requirements of the prospective contract *prior* to submitting its bid. No allowances will be made to any Offeror for claims arising from a pre-existing condition that could have been ascertained by a complete physical examination of the project site and a review of the project documents.

2.4 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

2.5 Proposal Submittal

A. Proposal Information

Pricing should be submitted on firm basis without escalation. A schedule shall also be submitted. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Authority.

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 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. Express Agreement to the payment schedule.
3. Rates for labor, services, equipment, and material add-on percentage shall be attached. Prices should be submitted on a firm basis without escalation. Payment of invoices will be subject to satisfactory performance and acceptance of work by the owner or a representative of the Authority. All pricing will be firm for the duration of the contract.
4. The Offeror must submit, with its proposal, a preliminary project schedule. This schedule shall detail the basic planning steps:
 - i. Project phases
 - ii. The breakdown of phases into tasks
 - iii. Time estimates for each task
 - iv. Resource allocation (labor, equipment, etc.)
 - v. Critical path of the schedule

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

5. No telegraphic bid or telegraphic modifications of bid will be considered.
6. No bids received after the time specified for receiving them will be considered.
7. Each bid shall adhere to the following conditions:
 - i. Addressed the bid to the Authority at the address given in this section.
 - ii. It is the responsibility of the Offeror to see that its bid is received on time.
8. The Offeror is required to submit a statement regarding its previous experience in performing comparable work, its business and technical organization, financial resources, and equipment available for use in performing the work.
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.

2.6 Proposal Withdrawal

Any Offeror may withdraw its bid, 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 proposal shall be subject to acceptance by the Authority during this period.

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

3.1 General RFP Requirements

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

3.2 General Contract Requirements

This project will be federally funded by FEMA and HUD CDBG-DR Grant Funds. The successful Offeror will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. The federal contract terms, conditions, and provisions are attached to the RFP. **Both Offeror and sub-offeror(s) should give careful attention to the rules and regulations applicable to federally funded projects in the General Contract Terms with Federal Requirements. 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 – HUD-CDBG General Provisions. 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:

1. any single payment of at least \$30,000.
2. any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

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

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

3.4 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 a 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 the 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 – Virgin Islands Water and Power Authority General Contract Terms/Federal Requirements, Clause 20 of the General Contract Terms/Federal Requirements or Clause 14 of the Professional General Contract Terms with Federal requirements, whichever terms are applicable. In addition, the Offeror shall submit proof of insurance coverage to the Manager of Contract Administration upon award of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract. If required, Offeror shall obtain Errors and Omission Liability Insurance in an amount not less than \$2,000,000.00.

3.7 Environmental Responsibility

The Offeror shall, in the performance of the Scope of Work, be responsible for complying with any federal or local laws and any Rules, Regulations and Guidelines issued by the 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 Offeror 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. Duns Number & Sam Search Requirements

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

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

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

B. Davis Bacon Act Requirements

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

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

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

C. Use of Small, Minority and Women's Owned Enterprises

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing, Exhibit E – V.I. UCO/Directory of DBE Forms. Offeror shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in their contracts or subcontracts etc.

D. Section 3 Requirements

- i. The work to be performed under this contract is subject to the requirements of section 3 of the 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 implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.
- iii. The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Offeror's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Offeror will not subcontract with any subcontractor where

the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- v. The Offeror will certify that any vacant employment positions, including training positions, that are filled: (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. Part 135.
- vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination, and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

E. Affirmative Action Plan

In order to comply with **Section 3** and **Executive Order 11246**, 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".

3.9 Conflict of Interest

An Offeror submitting a proposal must certify that it has familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code pertaining to conflicts of interest and has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations, if awarded a contract under this RFP. An Offeror submitting a bid or proposal must certify that:

- No officer, agent, or employees of the Virgin Islands Water and Power Authority or any member of the Authority's Governing Boards has a pecuniary interest in the bid or proposal.

- The bid or proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals or invitation for bid.
- The Offeror is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

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

The 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 with 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 set forth in the directions; or
 - d. over-the-counter or prescription drugs in a manner that contradicts the direction or instructions for use.
- Alcohol is defined as a colorless volatile flammable liquid that is produced by the natural fermentation of sugars and is the intoxicating constituent of wine, beer, spirits, and other drinks.

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

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

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

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

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

3.12 Confidentiality

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP may become a record of the Authority and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date no court of law has ruled on the application of this law to independent instrumentalities such as the Authority. "Confidential Information" includes all technical business, personnel, taxpayer, or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present, and future research, development, and business activities of the disclosing party and that has been identified as "confidential". Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by "or becomes known to" the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

3.13 Contract Execution

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

3.14 Notice to Proceed

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

4.0 SPECIFIC PROVISIONS

4.1 Scope of This Section

This section includes guidelines and requirements that must be adhered to while performing the work and are intended as modifications or supplements to information for Offeror(s), General Conditions, or Technical Specifications and the intent of any provisions this division shall govern.

Materials and construction pertaining to the construction of underground distribution systems shall be in accordance with NEC and NESC Standards.

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 final 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:

AGMA:	American Generator Manufacturer's Association
ASTM:	American Association of Testing and Material
AWWA:	American Water Works Association
DOT:	Department of Transportation
EPA:	Environmental Protection Agency
FP-96:	Federal highway Administration
IEEE:	Institute of Electrical and Electronics Engineers
NEC:	National Electric Code
NEMA:	National Electric Manufacturers Association
NESC:	National Electric Safety Code

NSI:	National Sanitation Foundation
OSHA:	Occupational Safety and Health Administration
RCRA:	Resource Conservation and Recovery Act
TSCA:	Toxic Substance and Control Act

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

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

4.4 Conflict of Interest

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

4.5 Cooperation with Others

The Offeror will coordinate work with the Authority's representative during the project execution. The Offeror shall cooperate with other contractors on-site in order to complete the project in an orderly and timely manner. The project shall NOT interfere with the normal operation of the Authority's plant and equipment. If at any time during the course of the project, any portion of the work cannot be carried out without shutting down equipment, the Offeror shall submit this phase of the work, in writing, to the Project Coordinator to assure proper coordination with plant operation personnel. This notice for shutting down equipment must be submitted two (2) days in advance. The Project Coordinator will inform the Offeror when such shutdown can be obtained and its duration. The Offeror shall operate no valves under any circumstances.

4.6 Inclement Weather

Within ten (10) days of the date on the notice to proceed, the Offeror shall submit to the 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.

4.7 Manpower and Time Charts

The Offeror will submit with the bid package an estimated manpower and time chart to perform the scope of work. The time chart should consist of a 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 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 so as not to lengthen the work or job schedule. This job is turn-key, and any eventuality must be included into the proposed pricing, including manpower, working shifts and equipment.

4.8 Overall Protection

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

4.9 Payment Schedule

Description	Payment percentage
1. Mobilization	5%
2. Specialty Consulting Services	1%
3. Primary & communications duct banks installed	50%
4. Manhole & Handholes installed	6%
5. Mitigation & Control Measures complete (traffic, sediment & erosion, dust, etc.)	10%
6. Concrete equipment pads & bollards installed	1.5%
7. Roadway patching complete, curbs/sidewalks repaired	5%
8. Pad mounted electrical equipment installed	5%
9. Grounding & bonding complete	2%
10. Medium voltage cables pulled	4.5%
11. Manhole accessories & Medium voltage cable accessories installed/terminated	5%
12. Electrical Acceptance Testing Complete & Feeder 9B energized	2%
13. Contract closeout complete	3%

Note: contractor shall submit monthly invoices in accordance with progress based on the payment percentages listed above

4.10 Evaluation Scoring Requirement

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

Descriptions of the evaluation criteria items are as follows:

Evaluation Criteria	Evaluation Details	Weight (100)
1. Experience/Qualifications	<ul style="list-style-type: none">- Company profile providing a track record of successfully completed similar projects (10)- Relevance of past projects to the current project's complexity and scope (5)	10
2. Work Approach/Method	<ul style="list-style-type: none">- Thorough understanding of the project (10)- Respondent's approach to completing the work that will best accomplish the scope of the RFP. Note in detail how work will be completed (5)	15
3. Capabilities	<ul style="list-style-type: none">- Provide the numbers, size, and descriptions of crews, personnel, and other resources that will work on this project	15
4. Project Schedule and Milestones	<ul style="list-style-type: none">- Realism and achievability of proposed timeline (10)- Clear identification of key milestones and deliverables (5)	15
5. Price/Cost	<ul style="list-style-type: none">-Reasonableness of the proposed budget in relation to project scope (10)-Detailed breakdown of costs and transparent pricing (5)	20
6. Safety and Compliance	<ul style="list-style-type: none">- Provide comprehensive safety plan and risk assessment (5)- Demonstrated knowledge of relevant regulations and standards (5)	10
7. Financial Stability	<ul style="list-style-type: none">- Demonstrated financial capacity to manage project costs	5
8. MWBE Utilization Plan	<ul style="list-style-type: none">-Relevance and qualifications of subcontractors or partners	5
9. Contractual Terms and Conditions	<ul style="list-style-type: none">- Alignment with specified contractual terms, warranties, and insurance requirements	5

4.11 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.

4.12 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 fire watch personnel is mandatory when welding, cutting, etc. The Offeror shall comply with the Authority's Hot Work, Work, and confined space permit procedure.

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

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

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

The Offeror shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate

action to correct unsafe or hazardous conditions and to enforce safety precautions and programs. The Offeror shall follow the Authority's Lockout & Tag- out Rules & Procedures. The Authority will provide the Offeror with a copy of this manual.

4.13 Sanitation

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

4.14 Security

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

4.15 Site Clean Up

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

4.16 Subcontractors

The Offeror shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the 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. The Offeror, by appropriate agreement with each Subcontractor, shall require each Subcontractor to make payments to their Subcontractor in a similar manner. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.

4.17 Time and Equipment Rates

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

4.18 Unloading and Storing Material and Equipment

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

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

4.19 Warranties

The Offeror warrants for a period of one year to the 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.

4.20 Workmanship

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

5.0 SCOPE OF WORK

5.1 Introduction

GENERAL

1. Project Documentation and Reporting

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

Project report template should include at minimum the following categories:

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

2. Certifications and Permits

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

3. Environmental Considerations

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

4. Other Considerations

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

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

- Offeror shall also, at contract execution, provide the Authority a bank money order or certified cashier's check made payment to the Authority in the amount of \$10,000 as and for a penalty in the event the Offeror fails to return documents evidencing the disposal of the waste.
- Within five (5) workdays after execution of a contract agreement and issuance of the Notice to Proceed, the Offeror shall submit to the Authority's Project Manager a firm project schedule for the Project scope of work. The project schedule must be agreed upon by the Authority prior to the commencement of work.
- The Offeror shall be responsible for securing all applicable local and federal permits related to this project and comply with the development and implementation of all environmental regulatory requirements associated therewith.
- The Offeror must have a valid Virgin Islands business license directly related to this project's work scope, and must have, at a minimum, 10 years of experience relating to the Project scope of work. Offeror shall submit qualifications and past work history statement to verify this fact.
- The Offeror shall supply an adequate work force that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner. Verification of the work force qualifications is required prior to any removal activity. Offeror including all employees, agents and subcontractors must be OSHA certified. Verification shall include, at a minimum, current OSHA 8-hour health and safety training and current certification associated with the company's oil spill response plan. Offeror must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

5.2 Work Scope

The scope of work for this project is for the installation of primary and secondary work along Feeder 5A in St. Thomas, USVI. The scope of services shall be in accordance with the Contract Specifications (Appendix D- Specifications, Feeder 5A UG Construction) And Contract Drawing (Appendix E- Drawing, Feeder 5A UG Construction) contained in the Proposal Package.

In addition, the contractor shall provide AUTOCAD generated and ArcGIS Shapefiles as built plans to show actual duct bank and handhole locations. Contractor shall provide GPS locations of duct banks on as built plans. The center of the duct bank should be used to indicate GPS locations. Shape files with GPS coordinates must be included. Shapefiles will include identification of equipment and attribute data of item. Please see Appendix F-shapefile Attributes for feature and attribute data list. Reference point. The North American Datum of 1983 (NAD 83) is the horizontal and geometric control datum for the United States that will be used as the coordinate system for this project.

5.3 Changes in Scope of Work

A. Changes

- (1) The Authority reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alteration in the work as necessary to satisfactorily complete the project. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Offeror agrees to perform the work as altered.
- (2) Unless such alterations and increases or decreases materially change the character of the work to be performed or the costs thereof, the altered work shall be paid for at the same unit price as other parts of the work. If, however, the magnitude of the alterations is such as to alter the scope of the work specified in the contract by materially changing either the character or the unit costs of the work under the contract, whether or not changed by any such alteration, an adjustment will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work and shall take into consideration the effect of the changes on the general scope of original contracted work (if any), the Contract price, the completion date, and/or other terms or conditions of the Contract. If a

basis cannot be agreed upon, then the Authority reserves the right to require the Offeror to perform the work, to eliminate the increased quantity from the contract, or to perform the work in other manner. Compensation, for changes, or other modifications of the Contract due to change shall be set forth in Contract change orders.

- (3) If the altered or added work is of sufficient magnitude to require additional time in which to complete the project, such time adjustments may be made, and the Contract shall be modified in writing accordingly.

B. Increased or Decreased Quantities

- (1) Increases or decreases in the proposal schedule quantities, other than as provided will be considered as normal overruns or underruns, and the Offeror shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities or performed.
- (2) The Contracting Officer may order omitted from the work any portions of work and such omissions shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof, nor shall the Offeror have any claim for loss of anticipated profits on this eliminated work.
- (3) No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profit claimed by the Offeror, except as may be specifically provided in the specifications, resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation among the contract items of overhead expenses on the part of the Offeror and subsequent loss of expected reimbursement therefore, or from any other cause. A contract addendum should be included if any work is to be performed outside of the original scope.

6.0 PROPOSAL FORM

Name of the Offeror _____ (Individual, Firm or Corporation)

Date of Proposal _____

To: The Virgin Islands Water and Power Authority
St. Thomas, Virgin Islands

Pursuant to your request for proposal and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all materials, labor, tools, supervision, equipment, and insurance necessary for the Feeder 5A Underground Electrical Construction Project, in strict accordance with the Contract Documents for the prices indicated below.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.
4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That the Offeror has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the date of public opening.
7. That the undersigned, as Offeror, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:
8. Offeror must fill in all blanks in the Proposal Form. The sum of the extended costs must equal the Lump Sum Proposal Price.
9. The Offeror will carefully coordinate his work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule to be submitted to the Engineer.

Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED.

10. The proposed construction schedule must accompany this Proposal Form. (Note: Offeror(s) must bid on each item. All entries in the entire Proposal must be made clearly and in ink; or typed.)

7.0 BID SCHEDULE FORM

Note: Although list prices are requested, the lump sum price is what will be used for evaluation.

The complete Bid Schedule Form is attached as Exhibit H – Bid Schedule Form, Feeder 5A UG Project. Below is a listing to show all descriptions associated with the form.

Item	Quantity	Unit	Description
GENERAL			
1	1	Lot	Mobilization
2	1	Lot	Bonding: Bid Guarantee, Performance Bond, Payment Bond

3	1	Lot	Construction Impact Mitigation including Stormwater / Sediment & Erosion Control, Dust Control, Dewatering, noise control, vibration control, landscaping & tree protection
4	1	Lot	Traffic Control/Traffic Control Devices/Road Closure Permits
5	1	Lot	Specialty Consulting Services (Arborist, Archaeologist)
6	1	Lot	Special Inspection & Testing Services, Surveyor, Ground Penetrating Radar
7	1	Lot	Project Cleanup, Punchlist, Demobilization & Closeout
Subtotal General			

CIVIL WORK			
8			Duct Banks: Including roadway/sidewalk cutting, excavation, PVC conduits, spacers, elbows, couplings, pull lines, warning tape, Control Density Fill or Select Fill/Compaction
8-A	26	Linear Feet	Duct Bank Section A-A: 4-6", 2-4" PVC in Concrete - (Refer to Drawing E-102 for Duct Bank Details)
8-B	761	Linear Feet	Duct Bank Section B-B: 2-4" PVC in CDF (Refer to Drawing E-102 for Duct Bank Details)
8-C	4,761	Linear Feet	Duct Bank Section C-C: 3-4" PVC in CDF (Refer to Drawing E-102 or Duct Bank Details)
8-D	1,687	Linear Feet	Duct Bank Section D-D: 2-2" PVC direct burial (Refer to Drawing E-102 for Duct Bank Details)
8-E	165	Linear Feet	Duct Bank Section E-E: 4-4" PVC in CDF (Refer to Drawing E-102 for Duct Bank Details)
8-F	28	Linear Feet	Duct Bank Section F-F: 1-4" PVC in CDF (Refer to Drawing E-102 for Duct Bank Details)
8-G	2,407	Linear Feet	Duct Bank Section G-G: 1-1" PVC direct burial (Refer to Drawing E-102 for Duct Bank Details)
9	14	Each	13W" x 24L" x 24"D polymer concrete handhole for Electric & Communications, including roadway cutting, excavation, delivery & storage
10	2	Each	Switchgear Pad
11	7	Each	Sectionalizing Cabinet Pad
12	2	Each	Three Phase Transformer Pad

13	4	Each	Single Phase Transformer Pad (under 100kVA)
14	40	Each	Furnish & Install Bollards - (Per detail on Dwg. #G -101)
15	1	Each	Break into existing manhole #018601
16	2,250	Linear Feet	Concrete pavement replacement - Public Road (per detail on Dwg. #G-101)
17	1,800	Linear feet	Bituminous Pavement Replacement - Public Road (per detail on Dwg. #G-101)
18	2,800	Linear Feet	Roadway Patching (Dirt Roads or roads that do not require full lane restoration)
19	1	Lot	Furnish & Install Secondary Handhole / Junction Boxes
20	100	Cubic Yard	Rock Excavation: (for Bid Purposes Only)
Subtotal Civil			

ELECTRICAL WORK			
21	2	Each	Receive, transport, rig & Install pad mounted switchgear
22	1	Each	Receive, transport, rig & Install pad mounted load interrupter switchgear & Primary Metering Cabinet
23	4	Each	Receive, transport, rig and install up to 50kVA 1 phase transformer
24	2	Each	Receive, transport, rig and install 3 phase transformer
25	7	Each	Furnish, install, & connect pad mounted Sectionalizing Cabinet with junctions
26	1	Each	Intercept existing primary conduit to refeed existing switchgear
27	360	Linear Feet	Receive, transport, pull / install medium voltage main feeder 5A cable (3-1/C #750 kcmil), Tag 1 on dwg. #E-201, termination of cable to be included under cable termination category
28	15,707	Linear Feet	Receive, transport, pull / install medium voltage feeder cable (1/C #1/0) tag 2 & 3 on dwg. #E-400, termination of cable to be included under cable termination category
29	3	Each	Furnish & install grounding & bonding for pad mounted switchgear per detail on dwg. #E-101
30	7	Each	Furnish & install grounding & bonding for pad mounted sectionalizing cabinet per detail on dwg. #E-101

31	2	Each	Furnish & install grounding & bonding for 3 phase pad mounted transformer per detail on dwg. #E-101
32	4	Each	Furnish & install grounding & bonding for 1 phase pad mounted transformer per detail on dwg. #E-101
33	638	Linear Feet	Furnish & install #3/0 cu, 600 volt conductor (from transformers)
34	413	Linear Feet	Furnish & install #1/0 cu, 600 volt conductor (from transformers)
35	2,663	Linear Feet	Furnish & install #2 cu, 600 volt conductor (from transformers)
36	2,132	Linear Feet	Furnish & install #6 cu, 600 volt conductor (from transformers)
37	7,943	Linear Feet	Furnish & install #8 cu, 600 volt conductor (from transformers)
38	12	Linear Feet	Furnish & install Street Lights
39	48	Each	Secondary Lugs/ Terminations
40	6	Each	Furnish & Install 15kV Cold Shrink Splices
41	71	Each	Furnish & Install 200A, 15kV Elbows
42	43	Each	Furnish & Install Cable Fault Indicators
43	6	Each	Furnish & Install Deadbreak Elbows, 600A, 15kV
44	6	Each	Furnish & Install Reducing Tap Plugs
45	31	Each	Furnish & install 18kV Elbow Type Surge Arrestors
47	12	Each	Furnish & install Load Break Feed Thru Inserts
48	6	Each	Furnish & Install Outdoor Termination Kits
49	360	Linear Feet	Electrical Acceptance Testing for #750 kcmil, 15kV cable
50	15,707	Linear Feet	Electrical Acceptance Testing for #1/0, 15kV cable
51	3	Each	Electrical Acceptance Testing for Pad Mounted Switchgear
52	6	Each	Electrical Acceptance Testing for Pad mounted transformers

Subtotal Electrical			
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8.0 QUESTIONNAIRE

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

1. How many years has your organization been in business as a General Offeror/Sub-Offeror?

Years

2. Include a company profile and brief history with proposal.

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

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

5. Provide the following reference information regarding individuals and/or companies for which you have performed related work (Note: Provide additional references on a separate sheet.):

Name and address of owner:

Name and telephone number of contact person:

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

6. What is your understanding of the project scope?

7. What is your approach to completing the work that will best accomplish the scope of the RFP?
Note in detail how work will be completed.

8. Provide a comprehensive safety plan and risk assessment.

9. Provide the numbers, size, and descriptions of crews, personnel, and other resources that will work on this project.

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

11. Please note how your company will support utilizing MWBE firms.

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

13. Have you included any exceptions with your proposal?

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

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

16. Is the business a: Sole-Proprietorship, Partnership, Corporation? (Circle one)

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

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 unmarked, 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 the 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 of the partnership.)

Business Address: _____

Telephone Number: _____

Facsimile Number: _____

Date of Proposal: _____

END OF PROPOSAL FORM