



PR-15-25

REQUEST FOR PROPOSAL

Waterline Design for Norre Gade, St. Thomas

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

April 2025

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REQUEST FOR PROPOSAL FOR WATERLINE DESIGN FOR NORRE GADE, ST. THOMAS

1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“the Authority” or “VIWAPA”) is an autonomous government agency, and Governing Board, which provides electricity and water to residents of the U.S. Virgin Islands. The Authority operates two large public potable water distribution systems in the St. Thomas/ St. John and the St. Croix Districts. The Water Department has decided to improve the water quality of the system by replacing all 12-inch ductile iron and 6-inch ductile iron pipe with PVC pipe in the Norre Gade, De Beltjen, Dronningens Gade and Alton Adams areas in St. Thomas. The Authority is seeking design services from licensed and qualified engineering firms for the Hospital Gade and Hospital Ground neighborhood water line replacement project.

- 1. 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:

The Scope of Work is to design a potable water distribution system in the Norre Gade neighborhood. The design project involves the preparation of plans, specifications, proposal items list, proposal schedule, and construction cost estimate. The Offeror shall coordinate with a VIWAPA designated project engineer throughout the design period. All designs will be in accordance with the American Water Works Association (“AWWA”) Standards, where applicable. The selected Offeror has ninety (90) calendar days to complete the design and obtain all pertinent information from the various agencies and individuals that directly relate to the subject project such as WAPA, Department of Planning & Natural Resources (“DPNR”)Waste Management Authority (“WMA”), Department of Public Works (“DPW”), Virgin Island Telephone Company (One Communication), and other pertinent agencies. The selected Design Firm shall perform all but not limited to the following data collection:

- 2. Schedule:** Proposals must include an anticipated schedule of work to be completed for the project. The schedule must be outlined with an anticipated completion timeframe for each and every phase of the design process.
- 3. Experience:** VIWAPA is seeking an Offeror with substantial experience in providing underground utility design and construction drawings, subsurface utility location and field surveying.

2.0 INSTRUCTIONS TO OFFEROR

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

2.1 PROJECT LOCATION

The project will take place at: Norre Gade, Hospital Gade and Groningen's Gade E ending at Alton Adams Sr Dr St. Thomas, U.S.V.I. as shown in the figure below:



2.2 PRE-PROPOSAL MEETING

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

2.3 COMMUNICATION

All correspondence shall be identified by Request for Proposal number and title

and shall be addressed to the Authority's representative at the address below.

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

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

2.4 SUBMITTAL

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

1. Any exceptions to the requirements stated in this Request for Proposal, especially to the Professional General Contract Terms, shall be listed and explained in the Offeror's proposal.
2. Agreement to the payment schedule.
3. 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 owner. All pricing will be firm for the duration of the contract.
4. The Offeror must submit, with his proposal, a preliminary project 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.
5. No misdirected proposal will be considered.
6. No late proposals received after the time specified for receiving them will be considered.
7. Each proposal shall adhere to the following conditions:
 - i. Addressed the proposal to the Owner at the address given in this section.
 - ii. It is the responsibility of the Offeror to see that his proposal is received on time.
8. The Offeror is instructed to propose the work competitively where time as well as cost will ensure award of the project.
9. Environmental Protection Requirements

2.5 PROPOSAL WITHDRAWAL

Any Offeror may withdraw its proposal, by written request, at any time prior

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

2.6 VIWAPA'S RIGHTS

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

3.0 LEGAL REQUIREMENTS

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

3.1 GENERAL RFP 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 CONTACT REQUIREMENTS**

This project will be federally funded in part by 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. **Successful Offerors must not be debarred from working on federal contracts.**

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

3.3 **TAXES**

The Price proposed by Offeror shall be the total consideration, inclusive of taxes, if applicable. The Offeror, if awarded the Contract, may be subject to Virgin Islands gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror unless exempt by law. The Offeror is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror's tax liability. **To the extent an Offeror claims an exemption from any applicable Virgin Island Tax or custom duty, Offeror must, upon contract execution, present the Authority documented evidence from IRB or other Virgin Islands Government Department establishing that the Offeror is not responsible for taxes.**

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

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

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

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

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 copy

of a business license waiver shall be obtained by the Offeror and copies presented to the Contracting Officer concurrently 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 insurance coverage pursuant to Exhibit II, 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 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. Federally Funded Projects

A. Unique Entity ID 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 Unique Entity ID Number, a nine-digit identification number for each physical location of your business. Unique Entity ID Number assignment is free for all businesses required to register with the federal government for contracts or grants.

When bidding, Offeror(s) must provide their Unique Entity ID Number 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 businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (Exhibit E) of DBE/SBA businesses. Offeror shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in its contracts or subcontracts etc.

D. Section 3 Requirements

- i The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed

to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- ii. The parties to this contract agree to comply with HUD's regulations under 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii. The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Offeror's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Offeror will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- v. The Offeror will certify that any vacant employment positions, including training positions, that are filled: (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. Part 135.
- vi. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

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

E. Affirmative Action Plan

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

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

3.9 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; and
- 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 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

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

4.1 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.

4.2 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
ASTM: American Association of Testing and Material
AWWA: American Water Works Association

DPNR: Department of Planning and Natural Resources
EPA: Environmental Protection Agency
OSHA: Occupational Safety and Health Administration

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

4.3 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 operations. If at any time during the course of the project, any portion of the work cannot be carried out without shutting down the existing waterlines, the Offeror shall submit this phase of the work, in writing, to the Project Coordinator to assure proper coordination with WAPA water operation personnel. This notice must be submitted two (2) days in advance. The Project Coordinator will inform the Offeror when such operational conditions can be obtained and its duration. The Offeror shall operate no valves under any circumstances.

4.4 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.

4.5 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.

4.6 OVERALL PROTECTION

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

4.7 DESIGN AND PAYMENT SCHEDULE

10% retainage withheld from 20%, 40%, 60%, 80%, and 100% payments until final acceptance of work.

DESIGN & PAYMENT SCHEDULE		
COMPONENT	PERCENTAGE (%)	AMOUNT (\$)
MOBILIZATION	10	
INFORMATION GATHERING & CONCEPTUAL DESIGN	30	
PRELIMINARY DESIGN	30	
DESIGN COMPLETION	30	
TOTAL		

4.8 EVALUATION SCORING REQUIREMENT

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

Evaluation Criteria	Evaluation Details	Weight (100)
1. Experience	Respondents demonstrated their experience/qualification and past performance of comparable contracts (similar in scope of work)	20
2. Demonstrate an understanding of the 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 above are as follows:

- i. **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 design projects
 - Experience with fire protection systems
- ii. **Demonstrate understanding of project scope:** Theoretical understanding of project scope.
- iii. **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.

- iv. **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.
- v. **Schedule Duration:** The entire time taken to complete the scope of work based on the amount of days between the planned start date and planned finish date.
 - a. 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.
 - b. Offeror's total bid price for the Project will be evaluated against other responders following any adjustments deemed necessary to allow for equal and fair comparison.
- vi. **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.
- vii. **Compliance with terms and conditions of RFP:** Offeror's willingness and ability to comply with all the terms and conditions noted in the RFP.

4.9 **QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS**

Material specifications are not applicable. Design specifications will be supplied by WAPA to contractor.

4.10 **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.

All personnel shall wear shoes, High Visibility and safety equipment at the work site at all times.

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.

4.11 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.

4.12 SECURITY

The Offeror is responsible for maintaining security at the project site. 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.

4.13 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.

4.14 SUBCONTRACTORS

The Offeror shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the rights to approve the subcontractors. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. The selected Offeror shall assume the responsibility to bind every subcontractor by the terms of the contract, and to the drawings and specifications applicable to his work. With regard to payment by the Offeror for work performed by any of its Subcontractors, the Offeror, after invoicing the Authority for Subcontractor work, shall pay each Subcontractor after it receives payment for their services from the Authority. Upon request for any subsequent progress payments, Offeror in order to receive that payment, must present suitable evidence that payment(s) previously made for Subcontractor work was paid to Subcontractor. Offeror, by appropriate agreement with each Subcontractor, shall require each Subcontractor to make payments to their Subcontractor in a similar manner. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.

4.15 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.

4.16 UNLOADING AND STORING MATERIAL AND EQUIPMENT

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

4.17 WARRANTIES

Warranties do not apply to design drawings.

4.18 WORKMANSHIP

All work is to be accomplished in a workmanlike manner and with first class workmanship. All final designs must be stamped and sealed by a Virgin Islands

Professional Engineer.

5.0 SCOPE OF WORK

GENERAL

1. Project Documentation and Reporting

The selected Offeror must document the entire project through reports, to include pictures, submittals, and a weekly 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 professionally stamping all final drawings.

3. Environmental Considerations

Do not apply to design work.

4. Other Considerations

- In addition to the insurance coverage as required by the Authority's Professional 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 with 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 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 workforce that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner.

5.1 WORK SCOPE

A. INFORMATION GATHERING & CONCEPTUAL DESIGN (30%)

The proposed project is to design the replacement of approximately +/- 3,700 ft of 12-inch and 1,450ft of 6-inch ductile iron waterlines with C-900 PVC pipe, including all fittings and appurtenances. This project will be connected to the existing 8-inch stub-out Ductile iron pipe connected to the 12-inch in Norre Gade that will proceed to Hospital Gade and Dronningens Gade E ending at Alton Adams Sr Dr intersection that was deemed for expansion/ distribution lines to serve neighboring community. The proposed project is to design a system to provide potable water to residential areas connecting services to all residents in the area.

The Scope of Work is to design a potable water distribution system in the Norre Gade, Dronningens Gade and Alton Adams neighborhood. The design project involves the preparation of plans, specifications, material list, proposal schedule, and construction cost estimate. The Offeror shall coordinate with WAPA designated project engineer throughout the design period. All design will be in accordance with the American Water Works Association (“AWWA”) Standards where applicable. The selected firm has **ninety (90) calendar days** to complete the design and obtain all pertinent information from the various agencies and individuals that relate to the subject project such as WAPA, Waste Management Authority (“WMA”), Department of Public Works (“DPW”), VIYA Company, and other pertinent agencies. The selected Design Firm shall perform all but not limited to the following data collection:

1. Topography and Base Maps

Obtain the most recent topography maps of the project area and utilize them to create a base map for the project. Establish a baseline with well-established survey points, which would not be destroyed by the construction work and will be useful for as-built data collection. Strip maps along the alignment are to show all substantial surface structures at least 10 feet beyond the edge of the right-of-way, any walls in proximity of the proposed work are to be shown. Verify existing above and underground features shown on these maps by field checking; and edit, as necessary. Show utility poles, traffic signal devices, and any other structures in proximity of the proposed work and/or road right of way.

2. Survey of Pipe Route

Perform a field survey of the waterline route. Establish baseline on street for control for line and grade, new construction, and existing utilities. Key survey monuments must be tied to at least two reference points. Sketch of tie line configuration for each key survey point is to be included in field notes and submitted to the Authority. Verify the number of residences and the desired location for each service within public right-of-way. Make note of limit and type of material of pavements, sidewalks and other features, which would affect the design, or construction of the water lines.

3. Ground Penetrating Radar (“GPR”) Survey of Pipe Route

- a. Obtain two longitudinal scans along pipe route, one at center of each roadway lane. Place distance paint marks along roadway at each 50-foot location.
- b. One lateral scan across the roadway at all locations where there are curb cuts. Identify station location and direction of each lateral scan.
- c. All buried facilities shall be located by station and distance right or left along the roadway centerline.

- d. Locate all objects within 6 feet deep, scan to 10 feet in areas of drainage structures.
- e. Save all scanned files for future reference.

4. Detailed As-Built Survey of Pipe Route

- a. Walk through pipe route with copy of field survey and obtain added as-built information
- b. Height of walls
- c. Details of landscape features
- d. Other features that need to be included on the base plans

5. Utilities Location

Obtain horizontal and vertical survey information of Property Boundary, Curb cuts, New land developments requiring water service, Walls, SSMH's invert, top, Sewer Service Lines, pipe size and direction of flow, STM-MH's and pipe's invert and top, Catch Basins, Electrical-MH's invert and top, Communication MH's invert and top, utility poles, fences, and underground utilities to be marked by GPR. It is desirable to locate those features and utilities within six inches of their actual position. The Design Firm must show all of the above-mentioned utilities and conduct visual inspections to confirm existing utilities not shown on the as-built. WAPA personnel will assist, if necessary, to indicate location of water and electrical lines in the field. The Design Firm will be responsible for surveying and mapping. However, further verification and confirmation with a pipe location device is necessary and will be consultant's responsibility. Show all existing water valves, hydrants, air/vacuum release valves, pressure control valves and other appurtenances to a precision of inches. All the collected data must be plotted onto the plan and profile drawings and tied to the survey baseline by station and offset or other survey methods.

6. Subsoil Investigation

Obtain subsoil information for the project route. If necessary and if Design Firm recommends, perform subsoil borings to determine subsoil information and where rock is likely to be encountered. Assemble the drilling data in a report form and also show drilled points and subsoil information on the design plans. Explore the suitability of the existing soil to be used as backfill. Submit findings in a brief report including cost control solutions and recommendations if soil conditions are poor.

7. Coordination meeting with other Utilities/Parties.

Hold meeting with appropriate representatives from the DPW, VIYA Telephone, Virgin Islands Fire Department ("VIFD"), WMA, and any other pertinent agencies to introduce the project, solicit any concerns, and identify any potential conflicts

that may arise from planned construction by other parties. It will be the Design Firm's responsibility to search for information. All contacts and inquiries shall be documented.

8. Hydraulic Modeling

Conduct modeling of the proposed design solution and reasonable alternatives to confirm that required pressure and flow is achieved and to indicate areas where pressure and flow reduction may be needed. The system is pressurized and fed from the WAPA Water Distribution Facility and must be able to maintain a fire fighting. The Design Firm is required to model the proposed design to ensure that there are no flow restrictions and that the adequate pressures and flows are obtained through the system. A pressure profile of the system is required. Design Firm should consult WAPA project engineer to obtain data (pressure, level, elevation, etc.) on WAPA existing system. Design Firm is required to submit pressure profile of the concept plan.

9. Status Report

Provide an expertly prepared status report (1 electronic version) at the milestone deliverable, summarizing all items in the Data Collection Phase. Include documentation and drawings to verify completion of each item (1 copy). All pertinent information must be submitted to WAPA for its records.

B. PRELIMINARY DESIGN – COMPLETION OF FINAL DESIGN (70%)

Coordinate closely with the Authority's assigned project engineer throughout the entirety of the design. Coordination with the Authority's assigned project engineer is required for minimum delays in the design work.

1. Contents of Drawings

- A. Arrangement – The most logical arrangement for a set of plans develops the project from general views to more specific views and finally to more minute details. The following paragraphs are arranged to follow this generally accepted order of plan presentation.
- B. Index – Plans should contain an index which lists all the drawings in the set by title and drawing number in order of presentation. Include a sheet index on the general plan map to identify the sheets which show the details for each length of water main on the general plan. A legend must be provided to identify all symbols and abbreviations used in the drawing set.
- C. Location Map – Either on the cover page of the plans or on the page immediately following, there should be a general location map showing the

location of all work in the contract and its relationship to the community. This location map may also be used as an index map as outlined in the preceding paragraph.

- D. Subsoil Information – Location of soil borings made during the design phase are to be shown on the plans. Provide information obtained from the local soils map specific to this area and discuss how it impacts the design.
- E. Datum Plane and Survey Reference Points – The datum plane is used for determining elevations shown permanent benchmarks. Survey points in the street and property lines should be indicated wherever pertinent to the proposed work. Distance stationing along the water line shall be tied to the survey reference points.
- F. Waterline Plans – A continuous strip map, drawn directly above the profile, to indicate the plan locations of all work as well as relevant surface topography and existing improvements must be provided for each water main plan and profile drawing. Underground and overhead utilities along, across or near the proposed construction route should be shown. Only that surface topography which directly affects construction or access of the work is necessary to be included in the plan and profile drawings. Plans/profiles need to show both dimension scales and graphic scales. Distance stationing along the pipeline shall be shown. Plans for water mains to be constructed in easements in private property should show survey and alignment data. Widths of temporary and permanent easements should be dimensioned. Each plan should include a north arrow. Match lines should be easily identifiable. Any special construction requirement such as sheeting to be left in place should be shown on the plans. Where interference with other structures is known to exist, explanatory cross sections, if necessary, should be enlarged in scale, identified as to exact location, and placed on the plan and profile drawing where the section is cut. Proximity and depth of sewers will be critical. Waterlines must be separated 3' minimum horizontally from sewers or be 18" above sewers; otherwise, concrete encasement will be required. Water plans shall be prepared using Auto Cad.
- G. Waterline Profile – Contract drawings must include a continuous profile of all water line runs showing ground surface and waterline elevations and grades. The profile should also show the size, slope, and type of pipe, the limits of each size, pipe length, and the locations of special structures and appurtenances. The profile must be located immediately under the plan for easy reference. Stationing shown on the plan should be repeated on the profile. All existing utilities, crossing or parallel to the proposed water line shall be shown.
- H. Waterline Details – Provide separate sheets of waterline details to include pipe bedding, valves, service connections, thrust blocks, meters and master

meters, air/vacuum release valves, fire hydrants, bends, sleeves, manhole frames and covers, valve boxes, meter boxes, interconnections and lateral mains, any special concrete structures, any other standard details, and any other waterline related hardware. Manufacturer and catalog numbers, as approved by the Authority, should be on the plans. Any master meters shall be designed to current industry standards and WAPA's requirements. Reasonable access for future meter maintenance is essential. Consult with WAPA for specific equipment to be used. The most current details will be provided and updated by the design engineer, as necessary.

- I. Disinfection and Water Treatment System Details – The treatment system should be presented in plan and profile views. If necessary, equipment details should indicate manufacturers and catalog numbers on the plans. Treatment system components include automatic flush points, water quality sampling stations and disinfection stub out points. Design engineer shall consult WAPA for equipment to be used.
- J. Leak Detection System Details – The leak detection system should be presented in plan and profile views. Acoustic access points (consult WAPA Engineer) should be spaced every 250 ft., maximum, for leak detection. Main line valves are also considered leak detection points and can take the place of an acoustic access point if within 250 ft of the previous acoustic point. If necessary, equipment details should indicate manufacturers and catalog number on the plans. Design engineer shall consult WAPA for equipment to be used.
- K. Service Connections and Meter Boxes – All service connections locations should be presented in plan and profile view and meter boxes in plain view. The plan view should show the approximate location of the service connections and indicate the service connection size per the number of meter boxes or customers it feeds. The plan view should also show the approximate locations of the meter boxes. The standard is to locate a duplex meter installation at a common property line of two properties, or as required by field conditions and WAPA Engineer. If necessary, equipment details should indicate manufacturers and catalog numbers on the plans. Design engineer shall consult WAPA for equipment to be used.
- L. Fire Protection System – The fire protection system should be presented in plan and profile views. The system should be modeled to maintain a fire flow; and fire hydrants are to be placed where needed according to concept plan, the hydraulic model or as recommended by the V.I. Fire Department. The fire system consists of a 6" resilient gate valve and tee and the fire hydrant. The fire hydrant, tee and valve are to be thrust blocked or mechanically restrained and bollards placed around hydrants if necessary. If necessary, equipment details should indicate manufacturers and catalog numbers on the plans. Design engineer shall consult WAPA for equipment to be used.

- M. Appurtenances and special structures – Special structures must be detailed fully to ensure that the finished work is structurally sound and hydraulically correct. Design engineers shall consult WAPA for equipment to be used.
- N. All designs shall meet reasonable standards of constructability.
- O. The traffic construction plan is to be developed using the Manual of Uniform Traffic Control Devices. The project site is considered residential but there is a federal highway running through it. At a minimum, the Police Department and Public Works Department must be consulted, and their directions included in the design. Public Works Department approval is required for traffic plans. Construction traffic plans are to include both graphic details (plans) and specifications. The plan must include schedules when work is allowable.
- P. Construction Phases or Schedule – Along with the traffic plans the Design Firm must create a construction schedule for the project. This schedule could be a separate sheet of its own or be incorporated with the general notes. This schedule should demonstrate the most feasible sequence of construction.

2. Contents of Specifications and Offeror Proposal Documents

- A. Assemble the specifications and Offeror Proposal Documents in the following order. The most current version of these documents will be provided by the Authority and updated by the Design Engineer as necessary.
- B. Specific and General Provisions – This section shall itemize specific and general concerns pertaining to the project. The following will be provided by WAPA and updated by the Design Engineer as needed.
 - i. General Requirements – General items are such as conditions of the work, safety procedures, site access, coordination with other contractors, scheduling, facilities available, traffic rerouting, coordination with other agencies so other community services are affected at least as possible, development of record drawings and other project documentation.
 - ii. Specific Provisions – Specific concerns in relation to this project are to be addressed here. This should include, but is not limited to, specific underground conflict areas as shown on the plans and unforeseen conflicts with underground utilities and structures, cost for unforeseen work, explanatory excavations, survey work employed in the event of unforeseen underground conflicts, and specific areas where utility relocation is required.

- C. Technical Specifications – Develop and prepare written technical specifications for installation, materials and equipment applicable to the project. The Authority has already developed some specifications and requirements which will be presented to the Design Engineer. These specifications and requirements are to be included and updated where necessary. Added specifications for this project may need to be developed, as necessary. Provide product specifications for all items specified by manufacturer and catalog number. Specification to be provided shall be consistent in format with those in use by WAPA.

3. Estimate for Construction

Provide an estimate for construction costs following the format of the Proposal Schedule developed. Provide an estimate for the project construction schedule. Provide a proposal items list, following the proposal schedule, showing the items to proposal on (valves, acoustic points, meter boxes, service connections, etc.) and their corresponding station number on the plans.

4. Field Inspection of Design

After preliminary design has been submitted to and reviewed by WAPA, coordinate and conduct an on-site review of the entire design, including underground utilities, areas of utilities conflict, areas where relocation of underground utilities will or may occur, locations of service connections and other potential concerns.

5. Output

Provide electronically three (2) copies of plans and specifications and proposal documents and (1) electronic version for review upon completion of work in this phase. Also, please provide three (2) copies and (1) electronic version of the estimate for construction cost. Review plans shall be in an 11" x 17" sheet size, reduced as necessary from the original drawings. A graphic scale must be shown. Lettering must be legible at this size.

6. WAPA shall review and comment on design work within ten (10) working days.

A meeting with the Project Engineer may be required to discuss review comments to minimize delays caused by misinterpretation. Design Firm shall incorporate requested changes in documents. Time used by the Authority to review plans will be in addition to the proposed time allowance.

C. ONE HUNDRED PERCENT (100%) COMPLETION OF FINAL DESIGN

Submit one hundred percent (100%) design completion; proposal documents, construction cost estimates, schedules, proposal items list and specifications

incorporating any revisions requested by WAPA for preliminary design. At this point in the design, the waterline layout should show all service connections, meter boxes, hydrants, etc. The plans should include detailed water details, general notes section, completed profiles and layouts, traffic plans and details, construction schedule and any special structures and all relevant information.

1. Final Review

Provide one (2) copy of plans (11"x17") and one (1) electronic copy of the specifications in Microsoft Word for review. Allow ten (10) working days for WAPA final review and comments.

2. WAPA shall review for completeness.

Design Firm is required to correct any errors and resubmit them in a timely manner.

3. Final Output

Completed AutoCAD drawings for waterlines described by the scope and reviewed to VI WAPA best preference for project.

4. Final submission:

Three (2) hard copies 24"x36", one (1) AutoCAD copy and one (1) PDF copy of the plans; and one (2) hard and one (1) electronic copies of the estimate, schedules, etc.

A. Permitting

WAPA is asking for the Designer firm to apply for all required construction permits. Such as building, excavation and water installation. The Design Firm must research the requirements to gain permits and submit drawings that are 'permittable' to move forward with construction.

6.0 PROPOSAL FORM

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

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

The undersigned, having carefully read, examined and become familiar with proposed project and the scope of work and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, hereby proposes and agrees to fully perform the work in accordance with the proposed contract documents, including furnishing any and all labor and material, and to do all of the work required to 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 herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a design firm?

2. How many years of experience does your firm have in designing pipelines and/or water networks?

3. How many pipelines and/or water networks of equal or greater length has your firm designed within the past 10 years?

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

(1). Pipeline Size and Length: _____

Contract Amount: _____

End User Name & Address: _____

Contact Person(s) Name &Telephone: _____

Start Date: _____

End Date: _____

(2). Pipeline Size and Length: _____

Contract Amount: _____

End User Name & Address: _____

Contact Person(s) Name &Telephone: _____

Start Date: _____

End Date: _____

(3). Pipeline Size and Length: _____

Contract Amount: _____

End User Name & Address: _____

Contact Person(s) Name & Telephone: _____

Start Date: _____

End Date: _____

5. Have you ever failed to complete work per Contract Specifications or within the time limits of a contract that was awarded to you? _____
If so when and where?

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

7. Has your firm personally inspected the site and RFP of the proposed design?
_____ Describe any anticipated problems with the site and/or design with proposed solutions for each.

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

9. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business as well as 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 a trade name, state the names of all the individuals who do business under that trade name.

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

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

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

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

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

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

SIGN HERE: _____

Signature of Offeror

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

Business Address: _____

Telephone Number: _____

Facsimile Number: _____

Date of Proposal: _____

END OF PROPOSAL FORM