



PR-21-21

REQUEST FOR PROPOSALS

**DEMOLITION AND FIREWATER PUMP HOUSE
CONSTRUCTION AT RANDOLPH HARLEY PLANT**

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

April 2021

Contents

1.0	INTRODUCTION	4
2.0	INSTRUCTIONS TO OFFEROR AND PROJECT LOCATION.....	5
2.1	PRE-BID MEETING	6
2.2	COMMUNICATION.....	6
2.3	SUBMITTAL.....	7
2.4	OFFER WITHDRAWAL	8
2.5	OWNER’S RIGHTS	8
3.0	LEGAL REQUIREMENTS.....	8
4.0	SPECIFIC PROVISIONS	25
4.1	SCOPE OF THIS SECTION	25
4.2	ACCEPTANCE OF WORK	25
4.3	CODES AND STANDARDS	25
4.4	CONFLICT OF INTEREST	26
4.5	CONSTRUCTION UTILITIES.....	27
4.6	CONSTRUCTION FACILITY AND CONTRACTORS’ OFFICE.....	28
4.7	COOPERATION WITH OTHERS	28
4.8	ENVIRONMENTAL PROTECTION	29
4.9	INCLEMENT WEATHER.....	29
4.10	DEMOLITION AND CONSTRUCTION WORK.....	30
4.11	MANPOWER AND TIME CHARTS	30
4.12	MATERIAL SAFETY DATA SHEETS	30
4.13	OVERALL PROTECTION	31
4.14	PAYMENT SCHEDULE	31
4.15	EVALUATION SCORING REQUIREMENT	32
4.16	PRE-CONSTRUCTION CONFERENCE.....	33
4.17	QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS.....	33
4.18	SAFETY	34
4.19	SANITATION	35
4.20	SECURITY	35
4.21	SITE CLEAN UP.....	36
4.22	SUBCONTRACTORS	36
4.23	TIME AND EQUIPMENT RATES	36
4.24	UNLOADING AND STORING MATERIAL AND EQUIPMENT	37
4.25	WARRANTIES	37

4.26	WORKMANSHIP	37
5.0	SCOPE OF WORK.....	38
5.1	INTRODUCTION	38
5.2	Overview of Project	39
5.3	Component 1 Scope of Work – Demolition of IDE Foundations and Concrete.....	41
5.4	Component 2 Scope of Work – Demolition of Tank 10.....	42
5.5	Component 3 Scope of Work – Firewater Pump House Construction and System Completion	43
6.0	GENERAL SPECIFICATIONS	44
7.0	Proposal FORMS (One for Each Component of the Project)	45
	SCHEDULE OF RATES	46
	EXCEPTIONS	46
	SCHEDULE OF RATES	48
	EXCEPTIONS	48
	SCHEDULE OF RATES	50
	EXCEPTIONS	50
	QUESTIONNAIRE	51
	END OF PROPOSAL FORM	54

8.0 APPENDICES/EXHIBITS

- Appendix A Randolph Harley Site Plan
- Appendix B Component 1 Drawings and Photos
- Appendix C Component 2 Drawings and Photos
- Appendix D Component 3 Drawings and Photos
- Appendix E Concrete Demolition Specifications
- Appendix F COVID-19 Contractor’s Response Plan Requirements
- Appendix G Motor Fire Pump Technical Documents
- Exhibit A Insurance Requirements
- Exhibit B HUD General Provisions
- Exhibit C General Contract Terms with Federal Requirements
- Exhibit D IRB Tax Letter
- Exhibit E DBE SBA Business Listing
- Exhibit F Notice of Federal Guidelines

**REQUEST FOR PROPOSAL FOR DEMOLITION AND FIREWATER PUMP HOUSE
CONSTRUCTION AT RANDOLPH HARLEY POWER PLANT**

1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“Owner” or “VIWAPA”) is an autonomous government agency with a Governing Board. The Authority has two Power Generating Facilities. One of which is the Randolph Harley Power Plant (“RHPP”) on St. Thomas, United States Virgin Islands. VIWAPA is the sole operator of these generating facilities in the U.S. Virgin Islands and continuous operation is essential.

VIWAPA is soliciting competitive proposals from qualified and licensed firms or individuals (“Offeror” or “Contractor(s)”) interested in contracting with VIWAPA to provide three key components of work: foundation demolition services (Component 1); fuel tank demolition (Component 2); and firewater pump house construction services (Component 3) at the RHPP located at Krum Bay on St Thomas, USVI. Demolition services include the removal of the concrete foundations and adjacent concrete site areas of the former Israel Desalinization Equipment (“IDE”) (Unit No. 6), and the demolition of an existing damaged fuel oil tank, Tank #10. Firewater pump house construction services shall include the final construction of a building enclosure and completion/commissioning of the electric fire pump. Each of these project components are required to support the RHPP new generation project which includes the construction of reciprocating internal combustion engines (“RICE”) and battery energy storage systems (“BESS”). Both RICE and BESS will be commissioned and installed in 2022.

Proposals must include an anticipated schedule of work to be completed for each component. This schedule must include an estimate of the total amount of time, as well as a breakdown of the sequence of steps for the demolition projects and the firewater pump house

construction/commissioning. Proposals must include itemized pricing according to the Scope of Work described herein.

VIWAPA is seeking Offerors, with substantial experience and success in foundation and tank demolition services and general construction services in the U.S. Virgin Islands. The selected Offeror must be able to adequately demonstrate their experience for the applicable demolition services including concrete demolition, fuel tank demolition, disposal of demolition materials, and general construction experience associated with the firewater pump house.

The Project will take place in St. Thomas, Virgin Islands. This project is being funded by Federal Community Development Block Grant program (CDBG-DR) as authorized under, Title I of the Housing and Community Development Act of 1974, as amended.

2.0 INSTRUCTIONS TO OFFEROR AND PROJECT LOCATION

Offeror may submit proposals for ANY OR ALL of the three (3) components of the total Project. In order for a proposal to be considered responsive, the Offeror must bid on each component SEPARATELY. In addition, all proposal documents, including *Bid, Performance and Payment Bonds*, must be submitted for each component for which an Offeror submits a proposal.

PROJECT LOCATION

The Project will take place at:

Randolph Harley Power Plant Facility
Krum Bay
Charlotte Amalie, St. Thomas USVI

2.1 PRE-BID MEETING

VIWAPA recommends that each Offeror participate in the pre-bid meeting and conduct a site inspection at his own cost to familiarize himself with the project site, the work area, and to ask any pertinent 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 Owner for resolution. Prior to submitting the proposal, each Offeror shall fully review and examine the existing conditions and limitations under which the project will be performed and shall include in his proposal a sum to cover the costs of all items necessary to perform the work as set forth in the RFP document. No allowance will be made to any Offeror for claims arising from an existing condition, which could have been ascertained by an examination of the project site and the review of the project documents.

2.2 COMMUNICATION

All correspondence shall be identified by the Request for Proposal number and title and shall be addressed to the Owner'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:

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

2.3 SUBMITTAL

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

1. Any exceptions to the requirements stated in this Request for Proposal, especially to the General Contract Terms with federal requirements, shall be listed and explained in the Contractor's proposal.
2. Agreement to the payment schedule.
3. Rates for labor, services, equipment and material add-on percentage shall be attached. Prices should be submitted on a firm basis without escalation. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Owner or a representative of the Owner. All pricing will be firm for the duration of the contract.
4. The Offeror must submit, with his proposal, a preliminary project schedule for each component on which they are bidding. 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/components.

5. No telegraphic proposal or telegraphic modifications of proposal will be considered.
6. No misdirected proposal or proposals received after the time specified for receiving them will be considered.
7. Each proposal shall adhere to the following conditions:

- i. The proposal must be addressed to the Owner at the address given in this section.
 - ii. The proposal must be submitted on time.
8. The Offeror is required to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and equipment available for use in performing the work. The Offeror is required to provide resumes for the field engineer or Technical Advisor who will be responsible for the demolition.
9. The Offeror is instructed to bid 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 they must make up the time by extended working hours, shifts or manpower to the satisfaction of the Owner or Liquidated Damages will apply.

2.4 OFFER WITHDRAWAL

Any Offeror may withdraw his proposal, by written request, at any time prior to the scheduled time for the proposal opening. No Offeror may withdraw his proposal for a period of one hundred and fifty (150) days after the date set for opening thereof, and all proposals shall be subject to acceptance by the Owner during this period.

2.5 OWNER'S RIGHTS

Owner has a right to reject any or all proposals and to waive informality and irregularity in the proposals and bidding.

3.0 LEGAL REQUIREMENTS

1. ALL PROPOSAL RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S REQUEST FOR PROPOSAL ("RFP") AND THE AUTHORITY'S GENERAL CONTRACT TERMS WITH FEDERAL REQUIREMENTS. THOSE REQUIREMENTS IN THE RFP PERTAINING TO THE OFFEROR'S RESPONSIBILITY FOR TAXES, PLACEMENT OF A PERFORMANCE BOND, BID 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 GENERAL CONTRACT TERMS WITH FEDERAL REQUIREMENTS TO WHICH THE OFFEROR TAKES EXCEPTION. UNLESS EXPRESSLY ACCEPTED BY THE AUTHORITY IN WRITING, NO EXCEPTION SHALL BE DEEMED TO BE ACCEPTED.

THE AUTHORITY RESERVES THE RIGHT DEPENDING ON 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. DELORES DONOVAN.

2. ALL RFP'S IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL REQUIREMENTS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A PROPOSAL IN RESPONSE TO THE 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 AN 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 OFFERORS.

GENERAL CONTRACT 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 any RFP. **Successful Offerors must not be debarred from working on federal contracts.**

The Authority's General Contract Terms with Federal Requirements, identified as Exhibit C, 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 with Federal Requirements 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 Contract Terms and Conditions to be unresponsive**

and not subject to further consideration.

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 V.I.C. § 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/Contractor will provide to the Authority, equipment, supplies, materials or parts (the "Materials") which are to become the property of the Authority and where

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

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

BONDS:

If Bonds are required in the proposal process, Offeror shall obtain from a third-party surety authorized to conduct business in the United States Virgin Islands. Where payment and performance bonds are required, Offeror must submit with its proposal payment and performance bond commitment letters from a 3rd party surety. The Commitment letters shall contain a guarantee from the surety that it will, at contract execution, provide a bond in an amount as indicated below:

The Bonds required for this RFP are as follows:

Bid Bond:

- The amount of the bond required must be at least 5% but not greater than 10% of the proposal amount.
- If a proposal is selected for contract award and the offeror fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Authority.
- Upon execution of the contract, the bid bond will be released by the Authority.
- Proposals submitted without a bid bond, if one is required, will be rejected for non-compliance.
- The surety company providing the bond shall be authorized to do business in the Virgin Islands and have a minimum Best’s rating of A-.

Payment Bond:

- The amount of the bond will be equal to 100% of the contract price.

- Payments bonds shall be submitted at or before contract execution failing which the Authority may rescind the contract award.
- Proposals submitted without a payment bond commitment letter, if one is required, will be rejected for non-compliance
- The surety company providing the bond shall be authorized to do business in the Virgin Islands and have a minimum Best's rating of A-.

Performance Bond:

- The amount of the bond will be equal to 100% of the contract price.
- Performance bonds must be submitted at or before contract execution failing which the Authority may rescind the contract award.
- Proposals submitted without a performance bond commitment letter, if one is required, will be rejected for non-compliance
The surety company providing the bond shall be authorized to do business in the Virgin Islands and have a minimum Best's rating of A-.

The Payment and Performance Bonds shall remain in effect throughout the entire duration of the Contract and for a period of not less than one (1) year after the Authority has accepted the Work. Any change to the Scope of Work resulting in an increase in the contract consideration may require the amount of the performance bond to be increased.

A copy of the payment and performance bond, the format of which is provided by the Authority, must be presented to the Contracting Officer of the Authority prior to or upon execution of the Contract. Failure by Offeror to present its payment and performance bonds at contract execution shall be grounds to rescind the Contract award.

Any bond provided must provide for the coverage of any and all changes to the contract that adds to the scope of work.

BUSINESS LICENSE:

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 the Offeror wish to claim that the scope of the services being provided do not require it to obtain a business license, Offeror must present to the Authority documented evidence from DLCA that the Offeror is not required to obtain a business license.

Copies of all necessary and applicable license(s) or copy of a business license waiver shall be obtained by the Offeror and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Offeror must supply the Authority with its taxpayer identification number. Failure by Offeror to present its license(s) prior to execution of the contract or within such other reasonable time as agreed to by the parties may be grounds for the Authority to rescind the Contract.

At contract execution any Offeror that does not possess the following:

- a) a business license, or**
- b) a waiver letter from DLCA that a business license is not required, or**
- c) evidence, subject to verification, that an application for a business license has been submitted to DLCA for processing**

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

LIQUIDATED DAMAGES:

The Authority shall assess liquidated damages solely for delay in achieving contract completion. For each day that the project or any component of 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 with federal requirements, the Offeror and its sureties shall be liable to the

Authority and shall be assessed a liquidated damage in the amount of \$ 1000 per day subject to a maximum of liquidated damages not greater than 15 % 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.

INSURANCE:

The Offeror is required to obtain and maintain in effect insurance coverage pursuant to Exhibit A, Clause 20 of the General Contract Terms with Federal Requirements. 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.

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 regarding the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

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 own 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.

FEDERALLY FUNDED PROJECTS

A. DUNS NUMBER & SAM SEARCH REQUIREMENTS

The Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from bidding on Federal Government Projects. Before a proposal may be submitted on federally funded projects, Offeror must 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 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 a contractor 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 Contractors 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 Contractor shall comply with the Davis Bacon and Related Acts (“DBRA”). These regulations can be found in-part from 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 F to the RFP is a Notice of Federal Guidelines related to the Davis-Bacon Act and its requirements.

C. USE OF SMALL, MINORITY, and WOMEN's OWNED ENTERPRISES

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (Exhibit E) of DBE/SBA business. 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

- A. 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.

- B.** The parties to this contract agree to comply with HUD's regulations in 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.
- C.** 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.
- D.** 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.
- E.** 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.
- F.** 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 an appendix document referenced as the "HUD Riders".

CONFLICT OF INTEREST

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

- no officer, agent, or employees of the Virgin Islands Water and Power Authority or any member of the Authority's Governing Boards has a pecuniary interest in the proposal;
- the proposal is made in good faith without fraud, collusion or connection of any kind with any other Offeror for the same request for proposals; 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 the 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.

The Offeror, and any of their subcontractors, 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. The Offeror and any of its subcontractors shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. The 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.

DRUG AND ALCOHOL TESTING FOR CONTRACTOR EMPLOYEES:

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

- Drugs are defined as 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 defined as 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.

All selected Contractors (and their 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 a Contractor, its agent or subcontractor do not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Contractor, its agent or its subcontractor 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 Contractor, 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 Contractor if the Authority suspects that the Contractor'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 Contractor shall immediately invoke reasonable suspicion or post-accident testing. The Contractor 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 Contractor 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 Contractor 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 any employee of a Contractor 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 Contractor, Subcontractor or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

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.

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.

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.

NOTICE TO PROCEED

The Notice to Proceed contains the commencement date of the contract work. The fully executed Notice to Proceed form must be presented to the Manager of Contract Administration prior to mobilization for any component of this project.

4.0 SPECIFIC PROVISIONS

4.1 SCOPE OF THIS SECTION

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

4.2 ACCEPTANCE OF WORK

Acceptance shall be made through Owner'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 contractor'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 RFP include, but not are necessarily limited to, standards promulgated by the following agencies and organizations:

AISC:	American Institute of Steel Construction
AMCA:	Air Movement and Control Association
ANSI:	American National Standard Institute
ASME:	American Standards of Mechanical Engineers
ASNT:	American Association of Non-Destructive Testing
ASTM:	American Association of Testing and Material
AWS:	American Welding Society
DPNR:	Department of Planning and Natural Resources
EPA:	Environmental Protection Agency
NEC:	National Electric Code
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Administration
PFI:	Pipe Fabrication Institute
SSPC:	Steel Structure Painting Council
UBC:	Uniform Building Code
UL:	Underwriters' Laboratories
UFC:	Uniform Fire Code

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 Offeror 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 CONSTRUCTION UTILITIES

Power: Owner will provide power for the Contractor where provisions are available. If location is remote or not practical for the Owner to provide power, the Contractor shall provide and install a temporary generator to facilitate progress on the work scope. All temporary connections shall be in accordance with local law and regulations. If possible, the Owner will identify service drops available for the Contractor and the Contractor shall provide all temporary cables, switches, connectors, breakers, etc. needed to utilize the available power. Any temporary service drops made to the system will be performed by the Contractor providing all materials and VIWAPA's electricians performing the connections to the Owner's system.

Water: The Owner shall provide Water for sanitary purposes, drinking, mixing concrete, and for other purposes where available. The Owner will identify service drops for the Contractor to utilize and the Contractor will provide all temporary piping, hoses, hose bibs, etc. needed to utilize the available water.

Air: The Contractor shall provide a portable compressor for their use.

Telephone: The Contractor must furnish a telephone number of his field office and any other pertinent telephone numbers where he or a responsible representative of his organization may be reached at any time while the work is in progress.

The Contractor shall make all arrangements and pay all costs for telephones and other types of communication systems desired.

Toilets: Upon mobilization the Contractor shall provide and maintain portable chemical toilets for workmen employed on the project. Toilets shall be serviced at least twice weekly. Servicing shall include draining the tank, refilling it, and disinfecting the interiors of each toilet unit. Each toilet unit shall be stocked with toilet paper. Toilet facilities shall be maintained during the term of construction period and be removed upon completion of the work. The toilets and their maintenance shall meet the requirements of the federal and local health regulation and ordinance. Any such facilities or maintenance methods failing to meet these requirements shall be corrected immediately. The Authority's bathroom facilities are off limits to Contractors.

4.6 CONSTRUCTION FACILITY AND CONTRACTORS' OFFICE

The Contractor will be required to maintain his own field office, restroom and temporary storage buildings and locate them as directed by the Owner. These facilities shall be removed as soon as the project is completed.

4.7 COOPERATION WITH OTHERS

The Contractor will coordinate work with the Owner's representative during the project execution. Contractor 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 Contractor 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 Contractor when such shutdown can be obtained and its duration. The Contractor shall operate no valves under any circumstances.

4.8 ENVIRONMENTAL PROTECTION

Noise Control: The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment at all times.

Dust Control: The Contractor shall provide adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds, or any other causes.

4.9 INCLEMENT WEATHER

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

The Contractor, 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.

4.10 DEMOLITION AND CONSTRUCTION WORK

Demolition and construction work shall be conducted by experienced, mechanics, electricians, welders, and skilled labor. The contractor must obtain Field Engineer or Technical Advisor who has a minimum of fifteen (15) years of experience with the demolition and construction work. Work shall be performed in accordance with the applicable scopes of work and the specifications provided in Appendix E.

4.11 MANPOWER AND TIME CHARTS

The Contractor will submit with the proposal package an estimated manpower and time chart to perform the scope of work. The time chart should consist of a PERT or CPM chart by task showing activities, durations and critical paths. These manpower and time charts shall be used to monitor the progress, with updates at a minimum of once per week. The contractor shall register all vacancies to which he desires to fill with local manpower to the Virgin Islands Department of labor in accordance with 31 V.I.C. §§ 270-272. During the installation/construction of the work, the Contractor must furnish the Owner with daily, weekly and monthly status reports. The Contractor shall have his reports type written, and any submitted reports shall have the company letterhead or logo, address, and telephone numbers. The Owner will have the authority to change the chain of work events to suit the equipment availability as not to lengthen the work or job schedule. This job is turn-key, and any eventuality must be included into the proposed pricing, including manpower, working shifts and equipment.

4.12 MATERIAL SAFETY DATA SHEETS

The Contractor shall be responsible for supplying material safety data sheets (MSDS) for all

material brought on-site. A copy of all MSDS sheets shall be provided to the Authority's Project Coordinator prior to bringing the material on-site.

4.13 OVERALL PROTECTION

The Contractor 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 therefrom.

4.14 PAYMENT SCHEDULE

The Contractor 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 therefrom.

Component 1- Demolition of IDE Foundations and Concrete

Mobilization	20%
Complete Demolition of Site	20%
Complete removal/disposal of all demolition waste	40%
Demobilization/ Completion of Punch List/Final Report	20%

Component 2 – Demolition of Tank #10

Mobilization	20%
Complete Demolition of Site	20%
Complete removal/disposal of all demolition waste	40%
Demobilization/ Completion of Punch List/Final Report	20%

Component 3- Firewater Pump Building and System Completion

Mobilization	10%
Complete Building Structure	25%
Complete Electric Interconnections	20%
Complete Commissioning of Electric Fire Pump	25%
Demobilization/ Completion of Punch List/Final Report	20%

4.15 EVALUATION SCORING REQUIREMENT

Cost.....	20%
Schedule/Duration.....	20%
Experience.....	20%
Financial Strength.....	10%
Competitiveness of Price.....	10%
Reputation of Company.....	10%
Environmental Responsibility.....	10%

Descriptions of the evaluation criteria items above are as follows:

Cost: The total proposal cost of each Component will be evaluated for completeness and compared to Owner's budget for that component. Significant variances with the budget will be noted and analyzed.

Schedule Duration: Offeror's proposed schedule will be evaluated for task durations and sequencing of the work and compared to Owner's schedule requirements for the Project.

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

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

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.

Competitiveness of Price: Offeror's total proposal price for each component of the Project will be evaluated against other responders following any adjustments deemed necessary to allow for equal and fair comparison.

Reputation of Company: Offeror's experience relating to the completion success rate for similar projects as verified by previous clients will be analyzed, including level of client satisfaction.

Environmental Responsibility: Offeror's historical success rate will be analyzed relating to satisfactorily meeting all the environmental requirements of similar projects completed.

4.16 PRE-CONSTRUCTION CONFERENCE

Upon award of the contract for each Project, the Owner will schedule a pre-construction conference. This conference should be attended by the Engineer, Resident Project Representative, the Contractor, and Subcontractors (if any). The purpose is to review the project scope, determine the project schedule, and discuss problems that may be encountered.

4.17 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 Contractor 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 Contractor 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.

4.18 SAFETY

The Contractor shall be responsible for the safety and health conditions on the work site. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other Contractors 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 Contractor shall provide and maintain all necessary safety equipment such as barriers, signs, lights, walkways, fire prevention, and firefighting equipment. The Contractor shall take such other action as required to fulfill his obligation. A fire watch personnel is mandatory when welding, cutting, etc. The Contractor shall comply with the Authority's Hot Work, Work, and confined space permit procedure.

All personnel shall wear hard hats, shoes, ID badges, Fire Resistant Clothing("FRC") and safety equipment at the work site at all times. No short pants or cut off sleeves are allowed on the facility. The Contractor will dress its personnel to comply with all OSHA standards pertaining to Power Plant Facilities.

As noted, alcohol and drugs are prohibited and any Contractor personnel found in possession or consuming alcoholic beverage(s) and/or using illegal drugs on-site or off-site whether during lunch or other breaks, will be escorted from the premises and barred from entering the job-site.

The Contractor 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 Contractor shall follow the Authority's Lockout & Tag-out Rules & Procedures. The Authority will

provide the Contractor with a copy of this manual.

The Contractor shall also submit a plan for mitigating the spread of COVID-19 during the execution of the work scope and for addressing employees who test positive or exhibit symptoms as such. The Contractor 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 as well as VIWAPA's safety rules and regulations. The Owner's representative is authorized to stop and work and escort Contractor employees off site, if in its sole discretion, there is a violation of the provisions discussed herein. VIWAPA's enforcement of this section shall be at no additional cost to VIWAPA.

4.19 SANITATION

The Contractor 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 Contractor 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.

4.20 SECURITY

The Contractor 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. The Contractor is also responsible for securing any equipment left at site. Prior to mobilizing, the Contractor 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 Contractor. All passes must be returned to VIWAPA prior to demobilizing.

4.21 SITE CLEAN UP

The Contractor 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 Contractor. Upon completion of work, the Contractor 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.

4.22 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 Contractor for work performed by any of its Subcontractors, the Contractor, 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, Contractor in order to receive that payment, must present suitable evidence that payment(s) previously made for Subcontractor work was paid to Subcontractor. Contractor, 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.

4.23 TIME AND EQUIPMENT RATES

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

4.24 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 Contractor's general use.

4.25 WARRANTIES

The Contractor warrants for a period of one (1) 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 Contractor 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 Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.26 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

The following requirements are applicable to all three components:

1. Offeror shall provide complete demolition plan detailing all facets of work associated with the successful execution of the projects described in the RFP. The plan shall be submitted no later than seven (7) calendar days after contract execution and should contain at minimum the following aspects:
 - Introduction
 - Project Management Strategy
 - Demolition Strategy (for each project, PE approved)
 - Construction Strategy (Firewater building)
 - Firm Level 3 Schedule
 - HSE
 - COVID-19 Response Plan
 - Permitting Strategy
 - Disposal Strategy
 - Emergency procedures
 - Contact Information
2. Document the entire project through submission of monthly project reports, to include pictures, submittals, and daily field summary reports. The reports must be typed; handwritten reports will not be accepted.
3. Offeror shall hold weekly meetings with the Authority to provide an update on the progress of the work.
4. Certifications and permits – The Contractor will be responsible for obtaining and complying with all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.
5. 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/Contractor, including required testing and documentation. Materials noted herein shall not be disposed of in the local landfills if material is determined to be hazardous.
6. In addition to the insurance coverage as required by the Authority's General Contract Terms,

the Offeror/Contractor 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 suitably 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.

7. Offeror/Contractor shall also, at contract execution, provide the Authority a bank money order or certified cashier's check made payable to the Authority in the amount of TEN THOUSAND DOLLARS (\$10,000.00) as and for a penalty in the event the Contractor fails to return documents evidencing the disposal of the waste.
8. The Offeror/Contractor 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.
9. The Offeror/Contractor 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/Contractor shall submit qualifications and past work history statement to verify this fact.
10. The Offeror/Contractor shall supply an adequate workforce that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner. Verification of the work force qualifications is required prior to any removal activity. Offeror/Contractor, 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/Contractor must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

5.2 Overview of Project

The RFP includes three separate project components at the RHPP, including:

Component 1- Demolition of IDE Foundations and Concrete

Refer to Appendices A and B for drawings and photos relating to this aspect of the project. The foundation demolition services are for the removal of former Israel Desalinization Equipment (“IDE”) Unit No. 6 concrete foundation, located at Krum Bay, Randolph E. Harley Power Plant Facility on St. Thomas, United States Virgin Islands. The selected Contractor will be responsible for demolition, removal, and proper disposal of the concrete foundation and associated reinforcement. The Contractor will be responsible for all costs of transport and the proper disposal of all demolition debris at qualified waste disposal facilities in accordance with all applicable local and federal regulations, including applicable testing/documentation. It will be the Contractor’s responsibility to perform a site assessment during the procurement process. Contractor is also responsible for providing necessary equipment (i.e. cranes, forklifts, flatbeds, trucks, etc.) to relocate industrial items currently stored on foundations to another site designated by VIWAPA personnel. Contained within this package are the delineated limits of disturbance to the site, scope of work, and site pictures. The scope of work will include structural demolition, which will take place in close proximity to operational equipment and within an operation industrial power plant.

Component 2 – Demolition of Tank No. 10

Refer to Appendices A and C for drawings and photos relating to this aspect of the project. Tank #10 is a welded construction, carbon steel, above-ground storage tank formerly used to store #2 fuel oil at RHPP. It was removed from service and cleaned to be API inspected a few years ago. After inspection, it was to be repaired, however it sustained additional damage during Hurricanes Irma and Maria and was never returned to service. Total storage capacity is 12,880 barrels or approximately 540,000 gallons. Exact date of construction is unknown. VIWAPA proposes demolishing the existing

Tank 10 and its foundation so that a new urea tank may be constructed in its place. Scrap material and any oil contaminated soil or sand will need to be shipped off-island to a qualified waste disposal facility in accordance with all applicable local and federal regulations. The Contractor must provide documentation confirming proper transportation and disposal (cradle to grave), including applicable testing and documentation.

Component 3- Firewater Pump House and System Completion

Refer to Appendices A, D, and H for drawings, photos and documents relating to this aspect of the Project. The Contractor is responsible for providing fire detection and fire protection (in the form of a sprinkler system) for the newly installed equipment, however the fire water supply is the responsibility of VIWAPA. Currently, VIWAPA has an incomplete fire water supply system. This system consists of two main fire water pumps (one electric, one diesel) however, only the diesel fire water pump is currently commissioned and is servicing three existing RICE units. The electric fire water pump which should be in service to provide primary fire water service to both the existing RICE units and the new RICE engines is being installed as part of this project, including the required commissioning. Furthermore, the pumps are installed in an incomplete building without a roof and walls, thus leaving them exposed to the elements and susceptible to damage. This Project is to provide a completed firewater building and fully commissioned fire water supply system.

5.3 Component 1 Scope of Work – Demolition of IDE Foundations and Concrete

1. The scope of this project shall consist of furnishing all equipment, labor, and materials, on a turnkey basis for the successful demolition, removal, and proper disposal of the concrete foundation, concrete surfacing, and reinforcement. The Contractor shall initially relocate existing trailers, containers and other items identified by the Owner in the project area to a location identified by Owner within one-mile of the RHPP site.

2. The foundation demolition will be defined by the Contractor and detailed in the Project Schedule attached to the proposal. During the Pre-Construction Conference the schedule may be revised by the Owner to coordinate any additional projects in the area.
3. Extent of Demolition – Concrete demolition area is shown in Appendix B. The Contractor shall assume that 3 feet thick foundations associated with the IDE 6 foundations include a total of 311 cubic yards of concrete and shall assume the remaining concrete on grade in quantities that range from 272 to 363 cubic yards, depending on the assumed thickness. (i.e. 6 or 8 inches). Contractor shall inventory and document the amount of concrete removed and disposed as the demolition progresses and contract pricing shall be consistent with the unit prices in the Proposal Form (Section 4). The contractor will be responsible for demolition of all of the foundations. The foundation should be removed, and the opening filled with compacted earth on 6-inch lifts. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.
4. All waste materials and components shall be tested and taken off-island and shall not be disposed of at the local landfills, except for the pulverized concrete and light scrap metals.
5. The Contractor will be responsible for demolition, removal, and proper disposal of concrete foundations and slabs. The Contractor will be responsible for all costs of transport and proper disposal of all demolition debris, including testing/documentation.
6. Upon receipt, review and acceptance of the documentation required herein, the Offeror/Contractor shall immediately assume ownership of the waste materials indemnify and hold the Authority harmless of any responsibility associated with the waste materials thereafter.

5.4 Component 2 Scope of Work – Demolition of Tank #10

1. The scope of this project shall consist of furnishing all equipment, labor and materials, on a turnkey basis for the successful demolition, removal, and proper disposal of the tank and the concrete foundation, concrete surfacing, reinforcement, and any oil contaminated soil/sand.
2. The foundation demolition will be defined by the Contractor and detailed in the Project Schedule attached to the proposal. During the Pre-Construction Conference the schedule may be revised by the Owner in order to coordinate any additional projects in the area.

3. Extent of Demolition – The tank is supported by a perimeter concrete ring wall and it is assumed an oil sand base. Drawings are included in Appendix C. It may be assumed that the concrete ring wall is 2 ft x 4 ft and 140 ft long; therefore, the approximate demolition quantity is 42 cubic yards. The contractor will be responsible for demolition of all of the foundations associated with the tank and disposal of the oil sand base material. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.
4. All waste materials and components shall be tested and taken off-island and shall not be disposed of at the local landfills, except for the pulverized concrete and light scrap metals.
5. The Contractor will be responsible for demolition, removal, and proper disposal of concrete foundations and slabs. The Contractor will be responsible for all costs of transport and proper disposal of all demolition debris, including testing/documentation.
6. Specific scope of work items related to the tank demolition as shown on the drawings in Appendix C are as follows:
 - a. Demolish and dispose of all tank and stairs structural material
 - b. Maintain security of chain link fence and gate during work execution
 - c. Avoid nearby energized high voltage electrical lines
 - d. Provide all removed gauges, devices, and valves to Owner
 - e. Install piping blind flanges and dispose of associated piping
 - f. Remove all valves and dispose of associated piping
 - g. Cut all electrical conduits at grade on northwest side of tank
 - h. Remove all valves on the west side of tank

5.5 Component 3- Scope of Work – Firewater Pump House Construction and System Completion

1. The scope of this project shall consist of furnishing all equipment, labor and materials, on a turnkey basis for the successful completion of the following items related to the firewater pump house:
 - a. Completion of house walls and roof

- b. Completion of house HVAC
 - c. Completion of interior/exterior lighting
 - d. Completion of diesel engine exhaust support structure
 - e. Completion of 480 VAC power supply to motor fire pump
 - f. Complete installation of electrical interconnection for electric fire pump motor controller
 - g. Repair of leaking PSV on diesel fire pump discharge piping
 - h. Completion of diesel fuel tank level instrumentation (gauge and switch)
 - i. Commissioning of motor fire pump in coordination with pump OEM representative
 - j. Inspection of motor fire pump and motor to ensure readiness for service
2. The following are furnished by Owner:
- a. Completed concrete slab for pumphouse
 - b. Installed and commissioned diesel fire pump (in operation) and associated piping, valves, instrumentation, and exhaust system
 - c. Installed motor fire pump and associated piping, valves and instrumentation
 - d. Installed motor fire pump controller cabinet
 - e. Diesel fuel tank and associated piping to/from diesel engine

6.0 GENERAL SPECIFICATIONS

The Contractor must comply with the general specifications included in the accompanying Appendices.

END OF SECTION

7.0 Proposal FORMS (One for Each Component of the Project)

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

Offeror shall submit all required proposal documents including this Proposal FORM for response to COMPONENT 1. Pursuant to and in compliance with the Request for Proposal relating to:

Demolition of IDE Foundations and Concrete

COMPONENT 1 as defined herein – RANDOLPH HARLEY POWER PLANT FACILITY, ST. THOMAS - VIRGIN ISLANDS WATER AND POWER AUTHORITY

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

Dollars

\$

Component 1- Demolition of IDE Foundations and Concrete

Mobilization (@10% of construction cost)	\$ _____	
Trailer and Storage Container Removal	\$ _____	
Demolition of Concrete and UG Piping	\$ _____	
Disposal of Concrete with Required Testing	\$ _____	-
Backfill and Compaction	\$ _____	
Final Grading, Pipe Removal, and Clean-up (incl in Backfill above)	\$ _____	

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.

UNIT PRICING

Offeror shall provide the following unit prices which shall apply to increases/decreases in the actual magnitude of the work completed. Quantities for concrete demolition/disposal, steel demolition/disposal, and hazardous waste disposal upon which Offeror's proposal is based shall be clearly stated. These unit prices shall apply if the actual work scope completed varies from the anticipated base scope by more than +/- ____%.

Concrete demolition/disposal	_____ \$/ton	Base Quantity _____ tons
Steel demolition/disposal	_____ \$/ton	Base Quantity _____ tons
Contaminated Soil disposal	_____ \$/ton	Base Quantity _____ tons

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

Offeror shall submit all required proposal documents including this Proposal FORM for response to COMPONENT 2. Pursuant to and in compliance with the Request for Proposal relating to:

Demolition of Tank #10

COMPONENT 2 as defined herein – RANDOLPH HARLEY POWER PLANT FACILITY, ST. THOMAS - VIRGIN ISLANDS WATER AND POWER AUTHORITY

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

Dollars

\$

Component 2 – Demolition of Tank #10

Mobilization	\$ _____
Demo Tank and Foundations	\$ _____
Disposal of Tank Metal with Required Testing	\$ _____
Disposal of Concrete with Required Testing	\$ _____
Disposal of Contaminated Soil with Required Testing	\$ _____
Final Grading and Clean-up	\$ _____

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.

UNIT PRICING

Offeror shall provide the following unit prices which shall apply to increases/decreases in the actual magnitude of the work completed. Quantities for concrete demolition/disposal, steel demolition/disposal, and hazardous waste disposal upon which Offeror's proposal is based shall be clearly stated. These unit prices shall apply if the actual work scope completed varies from the anticipated base scope by more than +/- ____%.

Concrete demolition/disposal	_____ \$/ton	Base Quantity _____ tons
Steel demolition/disposal	_____ \$/ton	Base Quantity _____ tons
Contaminated Soil disposal	_____ \$/ton	Base Quantity _____ tons

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

Offeror shall submit all required proposal documents including this Proposal FORM for response to COMPONENT 3. Pursuant to and in compliance with the Request for Proposal relating to:

Firewater Pump Building and System Completion

COMPONENT 3 as defined herein – RANDOLPH HARLEY POWER PLANT FACILITY, ST. THOMAS - VIRGIN ISLANDS WATER AND POWER AUTHORITY

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

Dollars

\$

Component 3- Firewater Pump Building and System Completion

Mobilization	\$_____
Pump House Building and HVAC	\$_____
Electric Pump, Controls, and Lighting Installation	\$_____
Electrical Interconnections	\$_____
Testing and Commissioning	\$_____
Final Punch List and Clean-up	\$_____

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 FOR EACH COMPONENT OF THE PROJECT)

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

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

How many years of experience do you have in general construction or industrial demolition?

Within the past five years, how many industrial demolition projects have you performed? What was the extent of the scope of work? Did any involve concrete foundation removal & disposal?

Do you have any experience installing fire protection systems? If so, please describe.

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

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

Name and address of Owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

Name and address of Owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

Name and address of Owner: _____

Name and telephone number of contact person: _____

Equipment: _____

Work Scope: _____

Start Date: _____

Completion Date: _____

Project Cost: _____

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

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

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

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

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

Note: If any marked “NO”, please explain:

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

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

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

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

SIGN HERE: _____

Signature of Offeror

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

Business Address: _____

Telephone Number: _____

Facsimile Number: _____

Date of Proposal: _____

END OF PROPOSAL FORM