

# *Virgin Islands Water and Power Authority*



## *U.S. Virgin Islands Composite Pole Installation Project*

### *USVI Owner Requirements*

*PR-13-20  
Request for Proposal  
November 2019*

## TABLE OF CONTENTS

<b>A.</b>	<b>INTRODUCTION:</b> .....	<b>2</b>
<b>B.</b>	<b>LEGAL REQUIREMENTS:</b> .....	<b>2</b>
<b>C.</b>	<b>GENERAL CONTRACT REQUIREMENTS:</b> .....	<b>4</b>
<b>D.</b>	<b>TAXES:</b> .....	<b>5</b>
<b>E.</b>	<b>BOND REQUIREMENTS :</b> .....	<b>6</b>
<b>F.</b>	<b>BUSINESS LICENSE:</b> .....	<b>6</b>
<b>G.</b>	<b>LIQUIDATED DAMAGES:</b> .....	<b>7</b>
<b>H.</b>	<b>INSURANCE:</b> .....	<b>7</b>
<b>I.</b>	<b>ENVIRONMENTAL RESPONSIBILITY:</b> .....	<b>8</b>
<b>J.</b>	<b>FEDERAL FUNDED PROJECTS</b> .....	<b>8</b>
<b>K.</b>	<b>UTILIZATION OF SMALL, MINORITY AND WOMEN'S OWNED ENTERPRISES</b> .....	<b>9</b>
<b>L.</b>	<b>SECTION 3 REQUIREMENTS</b> .....	<b>10</b>
<b>M.</b>	<b>AFFIRMATIVE ACTION PLAN</b> .....	<b>11</b>
<b>N.</b>	<b>DRUG AND ALCOHOL TESTING FOR OFFERORS EMPLOYEES:</b> .....	<b>12</b>
<b>O.</b>	<b>COMMUNICATION WITH AUTHORITY BOARD MEMBERS / EMPLOYEES / EVALUATION COMMITTEE MEMBERS</b> .....	<b>13</b>
<b>P.</b>	<b>CONFIDENTIALITY</b> .....	<b>13</b>
<b>Q.</b>	<b>CONTRACT EXECUTION</b> .....	<b>14</b>
<b>R.</b>	<b>NOTICE TO PROCEED:</b> .....	<b>14</b>
<b>S.</b>	<b>SITE VISITS:</b> .....	<b>14</b>
<b>T.</b>	<b>SCOPE OF WORK:</b> .....	<b>15</b>
<b>U.</b>	<b>HOURLY BILLING RATES</b> .....	<b>19</b>
<b>V.</b>	<b>STANDBY TIME</b> .....	<b>19</b>
<b>W.</b>	<b>WORK STOPPAGE:</b> .....	<b>19</b>
<b>X.</b>	<b>PROPOSAL SUBMITTAL:</b> .....	<b>19</b>
<b>Y.</b>	<b>CONTRACT EXECUTION</b> .....	<b>21</b>
<b>Z.</b>	<b>QUESTIONNAIRE (MANDATORY)</b> .....	<b>22</b>
<b>AA.</b>	<b>PROPOSAL FORM:</b> .....	<b>24</b>
<b>BB.</b>	<b>PROPOSAL EVALUATION TEMPLATE</b> .....	<b>26</b>
<b>CC.</b>	<b>PROPOSED PAYMENT SCHEDULE:</b> .....	<b>27</b>
<b>DD.</b>	<b>BASIS OF AWARD:</b> .....	<b>27</b>

**VIRGIN ISLANDS WATER & POWER AUTHORITY**  
**US Virgin Islands Composite Pole Installation Project**  
**U.S. VIRGIN ISLANDS**

**REQUEST FOR PROPOSAL**

**A. INTRODUCTION:**

The Virgin Islands Water and Power Authority (the “Authority” or “VIWAPA”) is an autonomous instrumentality with its own Governing Board. The utility’s Electric Distribution System is mostly aerial and comprised of many miles of primary, secondary and service wires; also, hardware and fixtures consisting of transformers, capacitors, switches, insulators, poles and associated accessories.

The Authority is proposing to replace an estimated 6,000 wood poles with composite poles on distribution feeders and complete other related work on the islands of St. Croix, St. John, and St. Thomas.

Funding for this project is provided in part by FEMA and also in part by the Department of Housing & Urban Development Community Development Block Grant Program under the auspices of the Virgin Islands Housing Finance Authority (“VIHFA”). The successful contractor will be required to abide by the federal rules and regulations which govern this project. The applicable information is included in this bid package.

**RFP Solicitation**

This RFP shall be publicly solicited on [www.viwapa.vi](http://www.viwapa.vi), VIHFA’s Website, the local print media , and through a constructed bidders list. All interested parties can formally request the RFP through VIWAPA’s Contract service department via email directed to [contractservcies@viwapa.vi](mailto:contractservcies@viwapa.vi).

**Pre-Bid Meeting**

Mandatory pre-bid meeting is required as stipulated in the proposal request.

**B. LEGAL REQUIREMENTS:**

1. ALL RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY’S PROPOSAL REQUEST 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 BONDS, INSURANCE, AND THE APPLICATION OF LIQUIDATED DAMAGES, ARE OF PARAMOUNT IMPORTANCE TO THE AUTHORITY AND SHALL APPLY, UNLESS EXPRESSLY WAIVED BY THE AUTHORITY.

ALL RESPONSES SHALL ALSO COMPLY WITH THE TERMS AND CONDITIONS OF THE HUD GENERAL PROVISIONS (HUD RIDER) WHICH APPLY WHEN ANY PORTION OF FUNDING IS DERRIVED FROM FUNDS ISSUED BY HUD. A COPY OF THE HUD GENERAL PROVISIONS IS ATTACHED HERETO AS EXHIBIT B.

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 GRANTED. 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 OR RESPONSE MUST EXCLUSIVELY BE DIRECTED, IN WRITING, TO THE AUTHORITY'S MANAGER OF CONTRACT ADMINISTRATION,

MS. DELORES DONOVAN.

2. ALL RFPs 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 AN RFP AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH PROPOSAL SHALL BE BORNE BY THE OFFEROR. WHILE WAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN THE RFP, WAPA 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 WAPA. WAPA 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 WAPA. THE RFP IS NOT AN OFFER OR COMMITMENT AND IS NOT CAPABLE OF BEING ACCEPTED TO FORM A BINDING AGREEMENT. WAPA 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.

**C. GENERAL CONTRACT REQUIREMENTS:**

The Authority's General Contract Terms with federal requirements and HUD General Contract Provisions (HUD Rider) shall be applicable to all Contracts with the Offeror. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms or HUD Rider with which the Offeror does not agree. The Authority

reserves the right to reject any exceptions, or consider any exceptions taken to be unresponsive and not subject to further consideration.

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

Pursuant to 33 VIC § 44(a) (b) of the Virgin Islands Code as amended, the Government of the Virgin Islands and its instrumentalities, agencies and public corporations are required, when making a payment to any person, partnership, firm corporation or other business association that is subject to the payment of gross receipt taxes under the law, to deduct and withhold from such payment, gross receipt taxes as required by law at 33 VIC § 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 taxes related to importation of the materials will not apply if : (i) the materials are consigned to the Authority at a port other than the Virgin Islands, (ii) such consignment provides that the Offeror retains the risk of loss for the materials until the scope of work of the contract is completed; (iii) the Offeror provides insurance against loss or damage to the materials 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, identified as Exhibit C, regarding tax obligations for Offerors working in the Virgin Islands.

**E. BOND REQUIREMENTS :**

1. Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is **FIVE (5) %** of the proposal price. The bid bond must be surrendered if the Offeror: (i) withdraws their bid before the end of the bid validity period, (ii) fails to sign the contract after the notification of award, or (iii) fails to provide a performance security, if required.

If an offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Authority. Proposals submitted without a bid bond will be rejected.

2. Offeror shall also obtain from a surety authorized to conduct business in the United States Virgin Islands, a performance bond commitment letter, which letter must be submitted with its proposal response. The commitment letter shall contain a guarantee from the surety that it will, if Offeror is awarded the contract, provide a performance bond for 100% of the contract price.
3. Additionally, Offeror shall obtain, from a surety authorized to conduct business in the United States Virgin Islands, a payment bond commitment letter for 100% of the contract price, which must be submitted with its proposal response, to assure if Offeror is awarded the contract, it will provide a payment bond as required by law for all persons supplying labor and materials in the execution of the work.

The performance and payment 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 and payment bond to be increased relative to the increased consideration.

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

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

**F. BUSINESS LICENSE:**

Offerors and its subcontractors doing business in the Virgin Islands must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. 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 an exemption of the business license requirement, if an exemption is applicable. Should Offeror or its subcontractor claim that the scope of the services being provided is exempt from the requirement to obtain a business license, Offeror must present to the Authority a letter from DLCA stating such.

Copies of all necessary and applicable license(s) or copy of a business license exemption shall be obtained by the Offeror and 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 or at 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.**

#### **G. 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 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 **\$5,000.00** per day subject to a maximum of liquidated damages not greater than 5 % 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.

#### **H. 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 on or before execution of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract award.

## **I. 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 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 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.

## **J. FEDERAL FUNDED PROJECTS**

### **A.**

Federal Law requires that all Offerors 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 Offerors can bid on federal funded projects, a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number is required for each physical location of its business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. When submitting a proposal, Offerors 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, Offerors 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 offeror shall not be eligible for consideration, nor shall a debarred or suspended Offeror 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 Offerors or any of its subcontractors have been debarred or suspended.

The Authority will make semi-annual checks on SAM to verify that all Offerors 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 an Offeror has been debarred or suspended, any active contract(s) of an excluded Offeror will remain in effect unless such contract(s) is terminated for default or for convenience under separate provisions of the contract.

**B.**

The Offeror 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 Offerors and subcontractors performing work on federal contracts (and Offerors 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 offeror 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.

**K. UTILIZATION 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.

#### **L. 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

Contractor'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).

#### **M. 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" (Exhibit E)

**N. DRUG AND ALCOHOL TESTING FOR OFFERORS EMPLOYEES:**

The use of drugs, alcohol, and unauthorized substances are prohibited on all the Virgin Islands Water and Power Authority's (hereinafter the "Authority" or "WAPA") 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.

**All Offerors (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 an offeror, its agent or subcontractor do not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Offeror, 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 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 Contactor 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 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 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.**

**O. 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 or IFB 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.

**P. CONFIDENTIALITY**

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP or an IFB 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.

**Q. CONTRACT EXECUTION**

The final contract sent to the Offeror for execution must be executed 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.

**R. 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.

**S. SITE VISITS:**

Site visits will be arranged for all Offerors who attend the mandatory Pre-Bid Conference. Offeror site inspections are mandatory to acclimate Offerors to the proposed scope of work, project site, work environment, and further allow the opportunity to develop and receive clarification of any inquiries prior to bid submission.

Offerors shall carefully examine the site to identify any apparent discrepancies as it relates to the theoretical and practical execution of the proposed project and be fully aware of the Authority’s overall expectations. The offeror will have the responsibility to address any of its concerns prior to submitting its bid to have a clear understanding of all existing conditions, and/or limitations involved with fulfilling the requirements of the prospective contract. Upon completion of a thorough review of the site, the offeror shall include in its bid, a sum of all costs for all materials, and labor costs necessary to fully execute all work set forth in the Request for Proposal (RFP). No allowances will be made to any Offeror for claims arising from a pre-existing condition, which could have been ascertained by a complete physical examination of the project site and the review of the project documents.

## T. SCOPE OF WORK:

In this project, the successful Offeror will replace up to an estimated 6,000 wood poles with composite poles on distribution feeders and complete other related work on the islands of St. Croix, St. John, and St. Thomas based on the below schedule and anticipated completion dates.

Completion Date	Location				
	STJ	STT-A	STT-B	STX-A	STX-B
June 30 2021	1000	750	750	680	680
December 31 2021				1125	1125
Total	1000	750	750	1805	1805

\*Pole quantity is an estimate. Pole installation assignments will be determined by WAPA based on availability of inventory.

Below provides a map by island which illustrates the general areas where composite poles referenced are to be installed







Exhibit F provides the construction standards. Exhibit G provides detailed composite pole installation information.

- Project is broken into 5 sections; STT-A, STT-B, STX-A, STX-B, STJ. Offeror may bid on each of the sections. See attached bid schedules.
  - STT-A references pole installs on the West side of St. Thomas.

- STT-B references pole installs on the East side of St. Thomas.
  - STX-A references pole installs on the west side of St. Croix.
  - STX-B references pole installs in the Central region of St. Croix
  - STJ references pole installs on the island of St. John.
- The Virgin Islands Water and Power Authority will provide successful offeror with all materials required. This includes composite poles, conductor, insulators, switches, bolts, etc. In the case that the Authority is unable to obtain necessary materials, the contractor may, at the discretion of the Authority, purchase and be reimbursed for necessary materials per terms and conditions as approved by the Parties.
  - Line construction shall be done according to the VIWAPA construction standards and installation guidelines as applicable (Exhibits F & G).
  - The contractor will assemble and install the composite poles. Contractor will transfer conductor to the new pole as well as transformers, streetlights, pulse closures, switches, or capacitors, solar panel, communication devices for metering, and other overhead infrastructure. See typical installation guidelines in Exhibit H.
  - Wood pole shall be removed by contractor and transported to designated area.
  - This work will be performed while maintaining electrical service to the islands of St. Croix, St. John, and St. Thomas. In the event that an outage is needed to safely perform the assigned work, such outages shall be coordinated with and approved by the Authority.
  - All equipment to support the proposal must be listed in the bid submittal with required industry standard certifications. All equipment must be provided by the contractor.
  - The contractor shall use only personnel qualified to work in an electrical environment at the voltage specified for this project which includes hot line work.

- Successful Offeror shall report composite pole installation progress to VIWAPA's project management team in an electronic format on a weekly basis. The electronic format and methodology proposed by the contractor must be described in the bid proposal
- The work week shall be limited to 6 days.

## **Wood Pole Work**

At times, successful Offeror may be requested to perform repair work outside of the scope of installing composite poles. Successful Offeror is requested to submit unit pricing for these items. Scope is as follows:

### **Pole Repair/Replacement**

- Replace remaining damaged assessed poles that are currently energized with wood poles, which are not included in composite pole or underground hazard mitigation proposals.
- Straighten poles assessed damaged by hurricane or during power restoration efforts
- Anchor or guy poles
- Grounding of poles to the specification/construction standards

### **Services**

- Run new service to customer services of active customers that were temporarily spliced due to lack of material.

### **Switch and System Protection**

- Installation of gang switches, disconnects, and reclosers
- Installation of lightning arrestors

### **Transformers**

- Change out of overloaded transformers that were cribbed together due to lack of material.
- Replace oversized transformers installed due to lack of material with adequately sized transformers.
- 

### **Permanent Repair of Main Electric Lines**

- Installation of compression splices
- Replace all non-compression splices with compression splices
- Re-sagging of wire to specification/construction standards

**U. HOURLY BILLING RATES**

Offeror's proposal shall be based on unit prices, which prices shall include meals, lodging, incidental, and all other pertinent expenses (excluding mobilization/demobilization and staging costs) necessary for performing the scope of work. In the event that VIWAPA requests the Offeror to perform work outside the unit price schedule (Exhibit I), the Offeror shall utilize the time and equipment rates submitted as part of the proposal upon applicable authorization of VIWAPA.

**V. STANDBY TIME**

Crew(s) required to remain available to perform assigned work and unable to do so because of no cause of the Offeror shall be paid at the appropriate hourly billing rate. In instances where standby time is applicable, the Offeror must formally notify VIWAPA within 24 hours of such event.

**W. WORK STOPPAGE:**

Due to circumstances outside of VIWAPA's control the composite pole project may experience delays such as the supply and delivery of materials and poles. As a result, the Offeror may be required to temporarily stop work until the issues are resolved. Costs related to stoppages of length and duration that are demonstrated to impact the contract schedule or costs shall be negotiated between VIWAPA and the offeror and addressed via addendum to the Contract.

**X. PROPOSAL SUBMITTAL:**

All proposals should be in strict accordance to the following and be emailed to the attention of:

Delores Donovan  
Manager, Contract Administration  
Virgin Islands Water and Power Authority  
9720 Estate Thomas  
3rd floor, Al Cohen's Plaza  
St. Thomas, U.S. Virgin Islands 00802  
[contractservices@viwapa.vi](mailto:contractservices@viwapa.vi)

**1. Proposal Submittal Requirements**

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**THE AUTHORITY WILL RECEIVE ELECTRONIC PROPOSAL SUBMITTALS FROM THE OFFERORS UNTIL THE DATE AND TIME AS SPECIFIED IN THE COVER LETTER ACCOMPANYING THIS DOCUMENT. PROPOSALS SHALL BE SUBMITTED TO DELORES**

DONOVAN AT CONTRACTSERVICES@VIWAPA.VI. A COVER LETTER MUST BE INCLUDED WITH YOUR RESPONSE ON OR BEFORE THE DATE AND TIME AS SPECIFIED AND ADDRESSED AS INDICATED BELOW:

PROPOSALS THAT ARE RECEIVED AT THE SPECIFIED TIME AND DATE WILL BE PRINTED AND PUBLICLY READ AS OUTLINED IN THE COVER LETTER TRANSMITTED TO YOU.

FACSIMILE TRANSMITTALS, OFFERS COMMUNICATED VIA TELEPHONE, MISDIRECTED PROPOSALS AND PROPOSALS RECEIVED AFTER THE TIME SPECIFIED IN THE COVER LETTER WILL NOT BE ACCEPTED OR CONSIDERED

1. A cover letter must be included with bid addressed to the individual identified above
2. 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.
3. Agreement to the payment terms and the contract vehicle will be primarily unit pricing. If other services are required per agreement, the structure of those payments will be negotiated by the Parties.
4. Pricing on Proposal Schedule must be submitted on a firm basis without escalation. Pricing on the Proposal Schedules must be submitted with the proposal in Microsoft Excel form failing which the proposal will not be considered.
5. 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.
6. No telegraphic proposal or telegraphic modifications of proposal will be considered.
7. No proposals received after the time specified for receiving them will be considered.
8. Each proposal shall adhere to the following conditions:
  - i. Addressed the proposal to the Authority at the address given in this section.
  - ii. It is the responsibility of the Offeror to see that his bid is received on time.
9. The Offeror is required to submit the questionnaire responses.
10. 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 at no additional cost or Liquidated Damages.

## 2. Proposal Information

Pricing should be submitted on a firm basis without escalation for a two-year period from the date of the contract execution. Pricing shall be inclusive of all taxes and expenses necessary for the contractor to perform the work with the exception of applicable mobilization/demobilization and staging costs for which the contractor must submit a proposed estimate. The final mobilization costs will be negotiated between the Parties. Pricing must be submitted on bid schedule as requested with no additions or exceptions. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Authority. Payment terms in the contract are anticipated to be net 90 days. Proposals will be evaluated on basis of Experience, demonstrated understanding of Project Scope, Ability to Perform Work, Cost, Financial Strength, Reputation of Company, and MWBE utilization. The Authority reserves the right to reject all proposals. Each Offeror is required to familiarize himself with Authority's system. Each Offeror is required to familiarize himself with the physical constraints of roads and vehicular traffic, as it would affect this work, and to familiarize himself with the scope of work and specifications and ask any questions prior to responding to this Request for Proposal.

### **W. Communication**

All correspondence shall be identified by Request for Proposal number and title and shall be addressed to the Authority at the address below.

Proposals shall be submitted electronically to [contractservices@viwapa.vi](mailto:contractservices@viwapa.vi). Electronic submission is limited to 25 MB file size. A cover letter must be included with your response and addressed to the following individual:

Delores Donovan, Manager, Contract Administration  
Virgin Islands Water & Power Authority  
9720 Estate Thomas  
St. Thomas, USVI 00802

### **Y. CONTRACT EXECUTION**

The final contract sent to the Offeror for execution must be executed 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.

## **Z. 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 General Contractor, Sub- Contractor? (circle one). \_\_\_\_\_ Years
2. Within the past five years, how many Construction projects equal to or greater than this project has your organization completed? \_\_\_\_\_
3. Have you ever failed to complete work per Contract Specifications or within the time limits of a Contract awarded to you, if so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Provide three references of similar work previously performed (include name, company, contact information, description of work performed).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Have you personally inspected the site of the proposed work? \_\_\_\_\_  
Describe any anticipated problems with the site and your proposed solutions.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Will you sublet any part of this work? \_\_\_\_\_ If so, give details.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Have you included any exceptions with your proposal?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Provide the professional resume of your intended Project Manager with your proposal  
\_\_\_\_\_
9. State the true, exact, correct, and complete name of the partnership, corporation or

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

10. List experience your firm has installing composite poles.
11. Describe your firm's plan to complete the work as outlined in the scope and engineering specifications.
12. Describe your firm's plan to meet pole schedule and anticipated completion dates.
13. How quickly can you mobilize once contract is executed?
14. Provide a list and description of all equipment and personnel to be used on the project. Please include industry standard certifications and quantities of each equipment to be used.
15. Provide the resumes of the key individuals that will work on this contract.
16. Provide a narrative of your firm's current financial health and financial resources to perform your work associated with the proposal.
17. Provide your health and safety policy program.
18. Provide the electronic format and methodology for weekly construction progress reports.
19. Provide MWBE utilization plan for the work in your proposal.
20. Provide Rate Sheet detailing hourly rates for each employee classification and for each drivable equipment type. Also include a line item for mobilization and demobilization for each employee classification and per each drivable equipment type.

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(Correct Name of Offeror)

The business is a Sole Proprietorship, Partnership, or Corporation. (Circle one)



**AA. PROPOSAL FORM:**

Name of the Offeror \_\_\_\_\_ (Individual, Firm or Corporation, as case may be)

Date of Proposal \_\_\_\_\_

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

Pursuant to your Request for Proposal and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all labor, tools, supervision, equipment and insurance necessary for the Composite Pole Installation Project, in strict accordance with the Contract Documents for the prices indicated in the bid sheets (Exhibit D).

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.
4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That the Offeror has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in anyway, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the proposal opening date. An Offeror that withdraws their bid before the end of the

Contract  
Requirements

Issue for Bid

RFP

bid validity period will forfeit their bid bond.

7. That the undersigned, as Offeror, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the prices in the attached bid sheets Exhibit I).
8. The Offeror must adhere to the VIWAPA construction schedule. The Offeror will carefully coordinate his work with the Virgin Islands Water and Power Authority.
9. Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED and shall not exceed thirty months to complete the work.

## BB. PROPOSAL EVALUATION TEMPLATE

Evaluation Criteria	Evaluation Details	Weight (100)	Offeror 1	Offeror 2	Offeror 3	Offeror 4	Offeror 5	Offeror 6
1. Experience	Respondents must demonstrate their experience/qualification and past performance of comparable contracts (similar in scope of work)	20						
2. Demonstrated understanding of Project Scope	Respondents must provide evidence they have the expertise to complete the work according to the engineering specifications.	15						
3. Ability to Perform Work	Respondents must demonstrate they have sufficient personnel, equipment, and other resources to perform the work according to the project schedule.	20						
4. Cost	The relative ranking of respondents pricing proposal compared to other RFP submissions based on the information provided on the proposal forms.	20						
5. Financial Strength	Respondents must demonstrate their financial capabilities are sufficient to perform the work.	10						
6. Reputation of Company	Respondents must demonstrate integrity and high-quality work through relevant references.	10						
7. MWBE Utilization Plan	Respondents must demonstrate how MWBE will be utilized for the work in the proposal.	5						
<b>Total</b>		<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>	<b>Score</b>
		100	0	0	0	0	0	0

**CC. PROPOSED PAYMENT SCHEDULE:**

To be determined at contract award.

**DD. BASIS OF AWARD:**

Offerors must acknowledge receipt of addendum(s) as follows:

Addendum\_\_\_\_\_

Addendum\_\_\_\_\_

Addendum\_\_\_\_\_

(Insert addendum(s) numbers, name, dates and initial)

The Offeror certifies that the addendum/addenda above have been received and that changes covered by the addendum/addenda have been taken into account in this Proposal.

(If Offeror is a firm, fill in the following blanks)

Names of Partners

Residence of Partners

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(If Offeror is a Corporation, fill in the following blanks)

Organized under the laws of the State of\_\_\_\_\_

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Name and Address of President\_\_\_\_\_

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Contract Requirements

RFP

Name and Address of Vice-President \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Secretary \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Treasurer \_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_  
(Name of Offeror)  
(Address of Offeror)  
(City, State, Zip)  
(Telephone)

By: \_\_\_\_\_  
(Signature) (Title)

Where Offeror is a corporation:

Attest: \_\_\_\_\_  
(Secretary)

AFFIX  
CORPORATE  
SEAL