



VIRGIN ISLANDS WATER & POWER AUTHORITY

BIDDING DOCUMENTS
AND
GENERAL CONTRACT TERMS

REQUEST FOR PROPOSAL

Underground Project

Container Port, STX

Transmission & Distribution
Division

Virgin Islands Water and Power Authority

United States Virgin Islands

U.S. Virgin Islands

PR-14-20

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VIRGIN ISLANDS WATER & POWER AUTHORITY
Container Port (along Route 75)
UNDERGROUND POWER CONSTRUCTION PROJECT
ST. CROIX, U.S. VIRGIN ISLANDS

REQUEST FOR PROPOSAL

A. INTRODUCTION:

The Virgin Islands Water and Power Authority (the “Authority” or “VIWAPA”) is an autonomous agency with its own Governing Board. The utility’s Electricity 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 proposes the installation of an underground distribution lateral line with manholes, pad-mount transformers and other underground devices to replace the existing overhead construction line feeding the Container Port Area.

Funding for this project is provided in part by FEMA and the Department of Housing & Urban Development Community Development Block Grant Program under the auspices of the Virgin Islands Housing Finance Authority (“VIHFA”). The successful Offeror will be required to abide by the federal rules and regulations which govern this project. The applicable information is included in this bid package. **Successful Offerors must not be debarred from working on federal contracts.**

Advertisement for this proposal will be made on the VIHFA website, VIWAPA website, newspaper and the Office of Disaster Recovery website (“ODR”).

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 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.

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 AN 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 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 with federal requirements with which the Offeror does not agree. The Authority reserves the right to reject any exceptions, or consider any exceptions taken to the General Terms and General Contract Requirements 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.

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

E. BOND REQUIREMENT:

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.

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 **ONE HUNDRED (100) %** of the contract price.

Additionally, Offeror shall obtain, from a surety authorized to conduct business in the United States Virgin Islands, a payment bond commitment letter for **ONE HUNDRED (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 labour and materials in the execution of the work.

The performance and payment Bond 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 sub Offerors 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 a waiver of the business license requirement. Should offeror or sub 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 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. Without prejudice to the Authority’s right to rescind, a Notice to Proceed shall not be deemed effective until the required licensing is in place, nor shall the time for completion be extended on account of a delay resulting from the contractor’s inability to present the license(s) required under Virgin Islands law in order to proceed with the work in question.**

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 \$540.00 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.

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.

The Offeror shall, in the performance of the Scope of Work, be responsible for complying with any federal or local laws and any Rules, Regulations and Guidelines issued by the U.S. Environmental Protection Agency (EPA), V.I. Department of Planning and Natural Resources (DPNR), and any other Federal or local regulatory agencies with regard to the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

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.

H. 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 you can bid on federal funded projects, you need to obtain a Dun & Bradstreet, or D-U-N-S Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or

grants. When bidding, 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, 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 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 Offeror Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS) to determine if Offerors or any of its sub Offerors have been debarred or suspended.

By submitting a proposal in response to this solicitation, the Offeror represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

B.

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

I. 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.

J. 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).

K. AFFIRMATIVE ACTION PLAN:

In order to comply with **Section 3** and **Executive Order 11246**, as amended the U.S. Department of Housing and Urban Development requires that all contractors develop and

implement an Affirmative Action Plan. This plan is a series of forms and statements, which show specific steps taken by the contractor 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., 1701u, and to Executive Order 11246, as amended will also be found in an appendix document referenced as the "HUD Riders".

L. DRUG AND ALCOHOL TESTING FOR OFFEROR EMPLOYEES:

Consistent with the requirements of Office of Management and Budget (OMB) guidance implementing the portion of the Drug-Free Workplace Act of 1988 as amended (41 U.S.C. §§ 701-707) that applies to grants (as implemented by Subparts A through F of 2 C.F.R. Part 182 and by 2 C.F.R. Part 2429) which requires a grantee to certify that it will provide a drug-free workplace, the following requirements shall apply to this solicitation:

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.

M. 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, including, without limitation those with regard to 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 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 defend, 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.

N. 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.

O. COMMUNICATION WITH AUTHORITY BOARD MEMBERS/ EMPLOYEES/ EVALUATION COMMITTEE MEMBERS:

All Offerors (and their sub Offerors 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 sub Offeror do not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Offeror, its agent or its sub Offerors 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 sub Offerors have been notified of and instructed on the Authority's Policy requirements. Failure by the Offeror, or its agent, or sub Offeror 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 sub Offeror 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 sub Offeror, 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 sub Offeror 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, Sub Offeror or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

To preserve the integrity of the procurement process, and unless otherwise instructed, all communication, written or oral, regarding any RFP, IFB and/or solicitation of quotations, must be submitted through the Authority's Contract Services Manager. Any direct contact made by a 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 this 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. 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 Offerors 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 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:

The scope of this project is to provide all related materials to complete the electrical systems for this project as designated in the detailed drawings provided. The Authority will furnish some materials such as: all cables and wires, all cable terminations, transformers, etc as listed in the attached materials list. All related electrical specifications and drawings as needed will be provided by the Authority. The Authority will acquire all related permits as necessary. Materials to be furnished by the Authority.

15,000 ft	1/0 cu - 25 KV primary cables
245 ft	500 mcm 1000v cables
200 ft	1/0 cu 1000v cables
42 pcs	600 amp Tee termination kits for inside manholes.
13 pcs	200 amp load break elbow terminations Transformers
72 pcs	200 amp load break elbow terminations Junction Boxes
20 pcs each	Secondary cable terminations at transformers (2 hole lugs 1/0,500)
13 pcs	18 KV MOV surge arresters
8 buckets	5 gallon pails pulling lube
2 boxes	Cable saddle racks
2 boxes	Cable saddle arms
1 pc	Submersible switch
5 pcs	25 KV Pad-mount Transformers
11 pcs	25 KV Pad-mount Junction Boxes
1 pc	Primary meter cabinet 200amp inserts
140 pcs	Cable adapters 1/0 cable

CIVIL INSTALLATION:

1. The first section of this duct bank from Manhole F8-49 to MH-1 will consist of (2) - 4 inch Gray Schedule 40 PVC conduits for electrical and (1)-4 inch Gray Schedule 40 PVC conduits for communication. A total distance of 4,458 feet. See typical trench detail (A-A), Junction Box Detail (F-F), Manhole Detail (N-N). (Caution Note: MH F8-49 is existing and have live cables inside.)
2. The second section of the duct bank from MH1 to JB-6 will consist of (2) - 4 inch Gray Schedule 40 PVC conduits for electrical and (1) -4 inch Gray Schedule 40 PVC conduits for communication, A total distance of 3,336 feet. See typical trench detail (A-A), Detail (F-F), Manhole Detail (N-N)

3. The third section of the duct bank from JB-6 to JB-8, install (2)-4 inch electrical and (1)-4 inch communication grey schedule 40 pvc conduits (a total distance of 2,758feet). See Trench detail (A-A), Junction Box Detail (F-F), Manhole Detail (N-N)
4. The fourth section of the duct bank from JB-8 to MH-4, Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits (a total distance of 2,698 feet) See trench detail (B-B), Junction Box Detail (F-F), Manhole Detail (N-N)
5. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from JB-1 to T-1, (a total distance of 518 feet) at the former Hovensa training facility. See Trench detail (C-C), Junction Box Detail (F-F), Transformer Detail (G-G)
6. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from MH-2 to T-2, (a total distance of 110 feet) O'neal's Transport. See Trench detail (C-C), Manhole Detail (N-N), Transformer Detail (G-G)
7. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from MH-3 to T-3 & T-4, (a total distance of 41 feet) VIPA Warehouse. See Trench detail (C-C), Transformer Detail (G-G), Manhole Detail (N-N)
8. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from JB-8 to T-5, (a total distance of 357 feet) VIPA Cranes. See Trench detail (C-C), Junction Box Detail (F-F), Transformer Detail (G-G)
9. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from MH-4 to PM-1 & T6, (a total distance of 101 feet) Cruzan Rum Tank. See Trench detail (C-C), Transformer Detail (G-G), Manhole Detail (N-N), Primary Metering Detail (I-I)
10. Install (2)-4 inch electrical and (1)-2 inch communication grey schedule 40 pvc conduits from MH-4 to JB-11, (a total distance of 154 feet) VIPA Dock. See Trench detail (B-B), Junction Box Detail (F-F), Manhole Detail (N-N)
11. The top of conduits installed must be 3-feet below final grade and encased in 3,000 psi concrete on conduit saddles (install about 5 feet apart) as detailed. Back-fill the remainder of trench. See related duct details.
12. Underground electrical red warning tape (6 inches wide) installed along the trench route must be placed 1-foot below final grade.
13. Trench routes must be returned to pre-construction standard with that lane of road asphalt (asphalt, concrete or dirt, etc), any backfill with dirt must be pneumatically compacted to 95% density in layers not greater than 6 inches (use caliche). Typical trench detail designs are provided.
14. Electrical Manholes (MH 1 to MH 4) must be 4ft x 4ft x 4ft (LxWxH).. Typical Man-hole design can be provided. Communication Manholes must be 3ft x 3ft x 3ft. (LxWxH). (The Authority to approve manholes).
15. Construct and install manholes as specified on drawing. Install a ¾" x 10' ground rod in the floor of each manhole with 4" stub-up in the floor.
16. Manholes must be constructed with sumps 12" x 12" x 4" for dewatering. Floor of manholes should have a 1-inch slope towards sumps.
17. Seal inside walls of manholes.
18. Install standard heavy-duty type H-20 Highway loading manhole covers (of no smaller than 30 inches in diameter) and they shall be marked "ELECTRIC" or "COMMUNICATION" as required.
19. Install end bells or duct terminators to all 4 inch pvc conduits entering and leaving all manholes (inside). See cut sheets.
20. Install 4 pulling eyes to floor inside walls of manholes to facilitate cable installation.
21. Install nylon pull cords in each duct conduit system which will facilitate cable installation.

22. All manholes must be constructed with 4,500 psi minimum concrete strength and to support a 4,000-pound minimum vertical load.
23. Construct 5 transformer concrete pads as specified on detail sheet in specified locations.
24. Typical Design for concrete slab for the 5 Transformers must be 84"x76"x8" (LxWxH). See Detail E-E.
25. Construct 11 primary junction box concrete pads as specified on detail sheet between JB-1 and JB-11. Also at intersection of MH-4 and Transformer 7 to replace riser pole. See locations on drawing.
26. Typical design for slab for junction box should be 96"x48"x18". See Detail H-H.
27. Construct 1 primary meter concrete pad as shown in detail I-I as shown in drawing near MH-4. See location on drawing.
28. Acceptance of the work shall be made through VIWAPA's assigned personnel.
29. Provide AS-Built Drawings for all changes to design.
30. The Offerors /Contractor will be responsible for replacing any devices damaged, disturbed or removed by the Offerors /Contractor in the course of the project.
31. Offerors /Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. In addition, the Contractor shall ensure that the equipment and material furnished are, at a minimum, in strict compliance with any and/or all the applicable codes and standards listed below.
32. Provide and install ground connections to ground rods and neutral cables inside each manhole.
33. Remove water from inside manholes (when necessary).

ELECTRICAL INSTALLATION:

1. Contractor is to provide and install all underground electrical services from an existing Manhole (F8-49) at the Melvin Evans Highway intersection to Junction Box JB-11 along route 75 into the Container Port / Molasses Dock and connect all related business facilities at the port as detailed on drawing.
2. The Contractor is to install and connect about 15,000 feet of (3)-1/0 cu 25 KV primary cables in the 4-inch duct.
3. Contractor is to install and connect about 550 feet of 3-1/0 cu 25 kv primary cables from JB-1 into T-1 located at former Limetree training school facility.
4. Contractor is to install and connect a three phase primary submersible switch inside F8-49.
5. Contractor is to install and connect (3)-1/0 cu 25 kv primary cables to inter-connect transformers #2, #3, #4, and #5 to the system. Find details in drawings attached.
6. Contractor is to install and connect 3-1/0 cu 25 kv primary cables into 11 Primary junction boxes.
7. Contractor is to install and connect 3-1/0 cu 25 kv primary cables into 1 primary meter box.
8. Offeror is to install and connect all cable terminations inside manholes, junction boxes, primary meter boxes, riser poles and on transformers.
9. Install cable saddle, cables racks and arms inside manholes.
10. Hi-Pot test all primary cables at 60 KV DC for 15 minutes per phase. The Authority to witness this test and receive the recorded results.
11. Offeror to install and connect about 700 feet of 3 phase 500 mcm cu 1 KV secondary cables to connect transformers to customers.
12. Offeror to install about 300 feet of 3 phase 1/0 cu 1 KV secondary cables to connect transformers to customers.
13. Offeror to transport, rig, and install the Authority's pad mount transformers.

14. Offeror to transport and install MV cables, cable splices, terminations, surge arresters, etc., and to make all connections in accordance with contract documents.
15. Offeror to install primary meter cabinets in accordance with contract documents and Authority's Standards.
16. Offeror to provide inspections, testing and commissioning in accordance with contract documents.
17. Inspection shall be performed by the Authority's assigned personnel at its discretion.

EPA -	Environmental Protection Agency
OSHA -	Occupational Safety and Health Administration
NEC -	National Electric Code
NEMA -	National Electric Manufactures Association
RCRA -	Resource Conservation and Recovery Act
TSCA -	Toxic Substance and Control Act
DOT -	Department of Transportation
ASTM -	American Society of Testing Materials
AGMA -	American Generator Manufacturer's Association
NESC -	National Electric Safety Code
AWWA -	American Water Works Association
NSI -	National Sanitation Foundation
FP-96 -	Federal Highway Administration

PROPOSED CRITICAL FACILITIES

- Limetree Training School
- M&T Trucking Service, Inc
- O'Neales Transport Inc.
- Nestor's Trucking
- Ferrol Trucking
- Tropical Shipping
- VI Port Authority Facilities
- Molasses Dock Facilities

CHANGES IN SCOPE OF WORK

a. CHANGES

- i. The Authority reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alteration in the work as necessary to satisfactorily complete the project. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Offeror agrees to perform the work as altered.

- ii. Unless such alterations and increases or decreases materially change the character of the work to be performed or the costs thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the magnitude of the alterations is such as to alter the scope of the work specified in the contract by materially changing either the character or the unit costs of the work under the contract, whether or not changed by any such alteration, an adjustment will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work and shall take into consideration the effect of the changes on the general scope of original contracted work (if any), the Contract price, the completion date, and/or other terms or conditions of the Contract. If a basis cannot be agreed upon, then the Authority reserves the right to require the Offeror to perform the work, to eliminate the increased quantity from the contract, or to perform the work in other manner. Compensation, for changes, or other modifications of the Contract due to change shall be set forth in Contract change orders.
- iii. If the altered or added work is of sufficient magnitude to require additional time in which to complete the project, such time adjustments may be made, and the Contract shall be modified in writing accordingly.

b. INCREASED OR DECREASED QUANTITIES

- i. The quantities in the proposal schedule are approximate only and the actual quantities to be paid for cannot be determined until the work is performed and accepted. Increases or decreases in the proposal schedule quantities, other than as provided in Section 10(a), will be considered as normal overruns or underruns, and the Offeror shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities or performed.
- ii. The Contracting Officer may order omitted from the work any portions of work and such omissions shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof, nor shall the Offeror have any claim for loss of anticipated profits on this eliminated work.
No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profit claimed by the Offeror, except as may be specifically provided in the specifications, resulting either directly or indirectly from such increased or decreased quantities, or from unbalanced allocation among the contract items of overhead expenses on the part of the Offeror and subsequent loss of expected reimbursement therefore, or from any other cause.

SPECIFIC PROVISIONS

SCOPE OF SECTION

- i. The special provisions of this division are intended as modifications or supplements to Information for Offerors, General Conditions, or Technical Specifications and the intent of any provisions of this division shall govern.
- ii. Materials and construction pertaining to the construction of underground distribution systems shall be in accordance with NEC and NESC Standards.

ORDER OF WORK

The underground electrical duct bank system referred to in this Contract is to supply power to the Container Port. The Offeror will carefully coordinate their work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule (refer to Sect 01000-15) to be submitted to the Engineer.

COOPERATION WITH OTHERS

The Offeror will coordinate with Virgin Islands Water and Power Authority or others who may be engaged in authorized work prior to final completion of the project.

PRE-CONSTRUCTION CONFERENCE

Upon award of Contract, the Owner will schedule a pre-construction conference. The Engineer, Resident Project Representative, the Offeror, Sub Offerors, Material Suppliers, the Water and Power Authority's representative and other agencies, which may be affected, must attend this conference. The purpose is to review the project scope, determine the project schedule, and discuss problems that may be encountered.

SECURITY

The Offeror is responsible for maintaining security at the work site. Fences must be maintained intact at all times and gates must be locked when work is not secured against unauthorized use.

TEMPORARY CONTROLS

- a. Noise Control: The Offeror shall provide adequate protection against rising objectionable noise levels caused by the operation of construction equipment at all times.
- b. Dust Control: The Offeror shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds, or any other cause. All piles of dirt used for construction must be covered with tarpaulins or plastic sheets. The Offeror shall provide for adequate protection of the work area to prevent nuisance and damage to adjacent property and vehicular traffic from abrasive blasting debris, and the spray there from and shall be solely responsible for any damage resulting there from.
- c. The Offeror shall provide for adequate protection against polluting public or private lands, lakes, ponds, rivers, streams, creeks, etc., by disposal of surplus material in the form of solids, liquids or gases, or from any other cause.
- d. The Offeror shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters and vegetation, and afford the neighboring community the maximum protection during and upon completion of the construction project.
- e. The Offeror shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and ground water with fuels, oils, bitumens, calcium chloride and other harmful materials. He shall conduct and schedule his operations to avoid or otherwise prevent pollution or situation of streams, lakes, ground water and reservoirs, and to avoid interference with movement of migratory fish.

- f. All chemicals used during construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
- g. Paint Splatter Control: The Offeror shall take precautions necessary to prevent paint splatter from falling on adjacent buildings and vehicular traffic and shall be solely responsible for any damage resulting there from.

HARD HAT POLICY

All personnel shall wear hard hats and safety equipment at the work site at all times. The Engineer is authorized to halt the work if this requirement is not met.

GENERAL QUALITY OF MATERIAL AND WORKMANSHIP

Unless otherwise specifically stated in the Contract Documents, the Offeror shall provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment shall be new and of a quality equal to modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details or to thoroughly demonstrated improvements in design or in materials of construction. Construction work shall be executed in conformity with the standard practice of the trade. Should there be more than one specification applicable to a particular aspect of design, construction, or procedure; the more stringent requirement shall prevail.

MATERIALS AND EQUIPMENT FURNISHED BY OWNER

The Offeror shall install materials and equipment specified to be furnished by the Owner. Furnishing of material and equipment by the Owner will be considered conclusive evidence to their acceptability for the purpose intended. If the Offeror discovers defects in material or equipment furnished by the Owner, he shall notify the Engineer (Construction Manager). After such discovery, the Offeror shall not proceed with work involving Owner-furnished materials and equipment unless authorized by the Construction Manager. Unless otherwise noted or specifically stated, materials and equipment furnished by the Owner, which are not of local occurrence are considered to be FOB marine terminal or truck terminal nearest to the site of the work. The Offeror shall unload, transport, store and protect such material and equipment from damage. After receipt by the Offeror at the point of delivery, Owner-furnished material and equipment shall form part of the Work for purposes of the Contract, including risk of loss, as if it had been supplied and stored by the Offeror himself.

U. OFFEROR SUBMITTAL:

1. Proposal Information

Pricing should be submitted on a firm basis without escalation. A schedule shall also be submitted. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Authority. As set forth in the Evaluation Template in Subpart Z below, proposals will be evaluated on basis of experience/ability to perform work, compliance with contract drawings, time for performance/delivery, cost, financial strength and reputation of company, in accordance with the weights listed in the Template. 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 invitation for bids.

Submitted proposals should include the following:

- a) Cover Sheet
- b) Project schedule
- c) Section on the company and its financial strength
- d) A section on experience regarding similarly completed projects
- e) A section on the reputation of the Company and references
- f) The approach to comply with the contract drawings
- g) A discussion on time to complete the project
- h) Project Cost

2. Proposal Submittal Requirements

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

Submit all proposals to:

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

V. 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 Offeror, Sub- Offeror? (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. Name three individuals or corporations for which you have performed related work and to which you refer.

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

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

10. 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.)
-

(Correct Name of Offerors)

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

W. 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 invitation for bids and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all materials, labor, tools, supervision, equipment and insurance necessary for the Container Port Underground Project, in strict accordance with the Contract Documents for the prices indicated below.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.
4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That the Offeror has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in anyway, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the opening bid date.
7. That the undersigned, as Offeror, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:
8. The Offeror shall determine for himself the appropriate quantities and unit prices for each item listed in the attached Bid Form. These quantities and unit prices are for informal comparison of bids by WAPA and for partial payment purposes only. Offeror must fill in all blanks in the Bid Form. The sum of the extended costs must equal the Lump Sum Bid Price.
9. The Offeror will carefully coordinate his work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule to be submitted to the Engineer.

Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED and shall not exceed ninety (90) calendar days to completion for the work.

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

**VIRGIN ISLANDS WATER & POWER AUTHORITY
CONTAINER PORT
UNDERGROUND CONSTRUCTION & INSTALLATION
PROJECT
ST. CROIX, U.S. VIRGIN ISLANDS**

X. OFFEROR SCHEDULE FORM:

(Note: Offeror must bid on each item. All entries in the entire offer must be made carefully and typed or in ink; prices bid must be written in both words and figures.)

ITEM	QUANTITY	UNIT COST	DESCRIPTION	TOTAL COST
			Civil Work:	
1	4458 ft		Cost to furnish, trench and install primary conduit with concrete from F8-49 to Manhole 1 (3)-4" schedule 40 pvc conduit	
2	3336 ft		Cost to furnish, trench and install primary conduit with concrete from Manhole 1 to JB-6 (3)-4" schedule 40 pvc conduit	
3	2758 ft		Cost to furnish, trench and install primary conduit with concrete from JB-6 to JB-8 (3)-4" schedule 40 pvc conduit	
4	2698 ft		Cost to furnish, trench, and install primary conduit with concrete, then add flowfill til 4" below grade from JB-8 to MH-4 (2)-4" and (1)-2" schedule 40	
5	1127 ft		Cost to furnish, trench and install primary conduit with concrete from Manhole or Junction to transformer (2)-4" and (1)-2" schedule 40 pvc conduit	
6	445 ft		Cost to furnish, trench and install secondary conduits with concrete to customers along Container Port road route 75.	
7	4 ea		Cost to furnish and install 4ft X 4ft X 4ft electrical Manholes	
8	4 ea		Cost to furnish and install 3ft X 3ft X 3ft communication Manholes	
9	5 ea		Cost to furnish and install transformer pads per drawing attached.	

10	1 ea		Cost to furnish and install Primary meter pads per drawing attached.	
11	11		Cost to furnish and install Primary Junction box pads per drawing attached.	
			Electrical Work: <i>Labor</i>	
12	15,000 ft		Cost to install primary 1/0 25 Kv parallel concentric cu cables into manholes, transformers, switches etc.	
13	245 ft		Cost to install secondary low voltage 1/0 cu THHN cables installation (1,000 volt) to consumers.	
14	200 ft		Cost to install secondary low voltage 500 mcm THHN cables installation (1,000 volt) to consumers.	
15	42		Cost for installation of cable terminations (600amp amps Tee elbows) in manholes and switches	
16	13		Cost for the installation of cable terminations (200amp amps load break elbows) at transformers for 1/0 cable	
17	72		Cost to install primary junction box (200 amp load break elbows) terminations for 1/0 cable	
18	6 ea		Installation of cable terminations (200 amps load break elbows) on primary meter for 1/0 cable	
19	5 ea		Cost to install (5) pad mount transformers	
20	11 ea		Cost to install (11) primary junction boxes	
21	1 ea		Cost to Install (1) submersible Switch inside manhole (F8-49)	
22	1 ea		Cost to install (1) primary meter cabinet	
23	20 ea		Secondary cable terminations at transformers (2 hole lugs 1/0,500)	

24	13 ea		Installation of 18KV MOV surge elbow arresters on transformers	
25	15,000 ft		High Pot Testing of primary cables (60KV DC for 15 minutes on each phase)	
26	10 ea		Additional secondary work per customer	
27	1 ea		Project Clean-up and Closeout	
28	5 trips		Transportation of materials cost from Authority's storage facility to job site; transformers, primary meters, junction boxes, racks, arms cables and others.	
29	-----		Permits (Provided by Owner)	-----
30	5715 ft		Asphalt Repair (5,715 LFT) of roadway (Mill 2" and Replace 2" of full lane) Asphalt)	
31	500 cy		Rock Excavation	
TOTAL BID PRICE				

Y. OFFEROR EVALUATION TEMPLATE



VWAPA

Project: Container Port
Underground Construction
& Installation Project
St. Croix, USVI
Project Number:
Date:

Evaluation Criteria	Weight 100 pts	Offeror 1	Offeror 2	Offeror 3	Offeror 4	Offeror 5	Offeror 6
1. Experience/Ability to Perform Work	20 pts						
2. Compliance with Contract Drawings & Specifications	20 pts						
3. Time for Performance/Delivery	20 pts						
4. Cost	20 pts						
5. Financial Strength	10 pts						
6. Reputation of Company	10 pts						
Total	100	Score 0	Score 0	Score 0	Score 0	Score 0	Score 0

Note: Offeror will be evaluated based 100 points maximum score during the evaluation by the assigned Committee from the Executive Director of VIWAPA

Z. PROPOSED PAYMENT SCHEDULE:

Mobilization	5 %
Civil	
F8-49 to MH 1	10%
MH 1 to JB 6	10%
JB 6 to JB 8	10%
JB 8 to MH 4	10%
Paving	5%
Punch List	5%
Electrical	
F8-49 to MH 1	10%
MH 1 to JB 6	10%
JB 6 to JB 8	10%
JB 8 to JB 11	5%
Cable Testing	5%
Punch List	5%

AA. PLEASE SUBMIT THE FOLLOWING INFORMATION WITH YOUR PROPOSAL:

Equipment rental rates which would be charged for additional work outside the scope of work of the contract.

The undersigned agrees that for extra work, if any, authorized by owner and performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein as full payment for such extra work.

If this Proposal is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the Proposal and Proposal Form item # 9.

The Offeror agrees to perform the work as specified and indicated on the drawing for the Base Bid Lump Sum Amount of

\$_____ (Offeror must fill in this blank with amount in words and \$ numbers) over a period of _____ days.

BB. 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(s) above have been received and that changes covered by the addendum(s) have been taken into account in this Proposal.

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

Names of Partners

Residence of Partners

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

Organized under the laws of the State of_____

Name and Address of President_____

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