

Virgin Islands Water and Power Authority



PROPOSAL DOCUMENTS
AND
GENERAL CONTRACT TERMS FOR EQUIPMENT & SUPPLIES/FEDERAL
REQUIREMENTS

FOR CONSIGNMENT OF ELECTRICAL PRODUCTS FOR THE VIRGIN ISLANDS WATER AND POWER AUTHORITY'S TRANSMISSION AND DISTRIBUTION POWER SYSTEM

Prepared by:
Transmission & Distribution
Division
Virgin Islands Water and Power Authority
United States Virgin Islands

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REQUEST FOR PROPOSAL

A. INTRODUCTION:

The Virgin Islands Water and Power Authority (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 procurement of consignment material required for the construction and maintenance of three Line Departments on three separate islands, St. Croix, St. Thomas and St. John, USVI. The T&D System on three islands consist of the following:

St. Thomas/Water Island Line Department

Poles:	13,773
Transformers: Pole Mount	2,925
Pad Mount	620
Overhead Primary Distribution Lines:	2,467,974.66 ft.
Overhead Primary Transmission:	672,657.48 ft.
Underground Transmission:	942,852.46ft.
Overhead Secondary Lines:	3,500,296.19 ft.
UG Primary Lines:	461,110.68 ft.
Customers:	26,427

St. John Line Department

Poles:	3,045
Transformers: Pole Mount:	589
Pad Mount:	241
Overhead Primary Lines:	637873.62 ft.
Overhead Secondary Lines:	591,816.84 ft.
UG Primary Lines:	158,156.05 ft.
Customers:	3,611

St. Croix Line Department

Poles:	24,019
Transformers: Pole Mount:	4,799
Pad Mount:	334
Overhead Primary Lines:	2,498,842 ft.
Overhead Secondary Lines:	5,528,249 ft.
UG Primary Lines:	562,983.1 ft.
Customers:	18,629

Funding for this project is anticipated to be provided in part by the Department of Housing & Urban Development Block Grant Program under the auspices of the Virgin Islands Housing Finance Authority. The Federal Emergency Management Agency is also anticipated to provide funding on this project. 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 proposal package.

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

B. LEGAL REQUIREMENTS:

ALL PROPOSAL RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S PROPOSAL REQUEST AND THE AUTHORITY'S GENERAL CONTRACT TERMS FOR EQUIPMENT & SUPPLIES/FEDERAL REQUIREMENTS. THOSE REQUIREMENTS IN THE RFP PERTAINING TO THE OFFERORS RESPONSIBILITY FOR TAXES INSURANCE, AND THE APPLICATION OF LIQUIDATED DAMAGES, ARE OF PARAMOUNT IMPORTANCE TO THE AUTHORITY AND SHALL APPLY, UNLESS EXPRESSLY WAIVED BY THE AUTHORITY.

THE OFFEROR’S RESPONSE MUST EXPRESSLY STATE THE TERMS AND CONDITIONS OF THE GENERAL CONTRACT TERMS FOR EQUIPMENT & SUPPLIES/FEDERAL REQUIREMENTS TO WHICH THE OFFEROR TAKES EXCEPTION. UNLESS EXPRESSLY ACCEPTED BY THE AUTHORITY IN WRITING, NO EXCEPTION SHALL BE DEEMED TO BE ACCEPTED.

THE AUTHORITY RESERVES THE RIGHT DEPENDING ON THE STATED EXCEPTION TO CONSIDER ANY PROPOSAL NON-RESPONSIVE AND NOT SUBJECT TO FURTHER CONSIDERATION.

ALL QUESTIONS AND INQUIRIES REGARDING ANY MATTER AFFECTING THE PROPOSAL RESPONSES MUST EXCLUSIVELY BE DIRECTED, IN WRITING, TO THE AUTHORITY'S MANAGER OF CONTRACT ADMINISTRATION, MS. DELORES DONOVAN.

1. ALL RFP's IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL REQUIREMENTS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A PROPOSAL IN RESPONSE TO 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, IT MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED HEREIN OR OTHERWISE PROVIDED TO ANY OFFEROR BY, OR ON BEHALF OF 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:

This project will be federally funded in part by HUD CDBG-DR Grant Funds. The successful Offeror will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. The federal contract terms, conditions, and provisions are attached to any RFP. **Successful Offerors must**

not be debarred from working on federal contracts.

The Authority's General Contract Terms for Equipment/Supplies with Federal Requirements shall also be applicable to all Contracts with the Offeror. Additionally, any contract entered into in this matter is subject to the HUD Terms and Conditions ("HUD RIDER") which is attached hereto and made a part of this RFP as Exhibit B. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms for Equipment/Supplies with Federal Requirements or HUD Rider with which the Offeror takes exception. The Authority reserves the right to reject any exceptions, or consider any exceptions taken to the General Terms and Conditions 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 Virgin Islands gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror unless exempt by law. The Offeror is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror's tax liability. **To the extent a 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

US Virgin Islands Water & Power Authority RFP

making a payment to any person, partnership, firm corporation of other business association that is subject to the payment of gross receipt taxes under the law, to deduct and withhold from such payment, gross receipt taxes as required by law at 33 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 Materials must be consigned to the Authority at a port other than the Virgin Islands. Provided however that the Offeror shall retain the risk of loss for the Materials until the scope of work of the contract is completed or accepted. The Offeror shall provide insurance against loss or damage to the Materials while in transit in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

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

E. BUSINESS LICENSE:

Offerors must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. **Licenses presented by the Offeror must be related to the work being performed pursuant to the Contract.** The Offeror is advised to contact the Department of Licensing and Consumer Affairs (“DLCA”) at (340)774-3130 for information on the requirements for obtaining a business license, information on whether their operation requires

or does not require a business license, or to obtain a waiver of the business license requirement if a waiver is applicable to their services. Should Offeror wish to claim that the scope of the services being provided do not require it to obtain a business license, Offeror must present to the Authority documented evidence from DLCA that the Offeror is not required to obtain a business license.

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

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

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

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

F. INSURANCE:

The **Offeror** is required to obtain and maintain in effect insurance coverage pursuant to Exhibit A, Clause 13 of the General Contract Terms for equipment and supplies -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. If required, offeror shall obtain Errors and Omission Liability Insurance in an amount not less than \$2,000,000.00.

G. FEDERAL FUNDED PROJECTS

A. DUNS NUMBER & SAM SEARCH REQUIREMENTS

The Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from bidding on Federal Government Projects. Before a bid or proposal may be submitted on federal funded projects, Offeror 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, Offeror must provide their Data Universal Numbering Systems Number (DUNS) at the time of submission of their bid or upon contract execution.

Where federal funds are used for payment of contract services, contractors that are serving an active suspension, or are currently debarred by the Federal Government from the federal procurement process will not, be allowed to participate in the Authority's procurement process. Any proposal submitted by an excluded contractor shall not be eligible for consideration, nor shall a debarred or suspended contractor be allowed to serve as an individual surety. **Further, the Authority shall not award a contract to a contractor that subcontracts any portion of the Authority's work to any firm, company, individual or corporation that is serving an active suspension or is currently debarred by the Federal Government.** During the procurement process, the Authority will check the System Award Management ("SAM"), a Federal Government owned and operated free website that consolidates the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications

(ORCA) and the Excluded Parties List System (EPLS) to determine if contractors or any of its subcontractors have been debarred or suspended.

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

B.

It is anticipated that this contract, in part or in total, will be federally funded. In addition to local and other applicable laws and regulations, the successful contractor will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. Funding is anticipated to be provided by the following: FEMA, and HUD CDBG-DR. The specific funding sources and federal contract terms, conditions, and provisions are referenced in this RFP and will be incorporated into the contract prior to the commencement of the contract work.

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (Exhibit D) 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.

I. AFFIRMATIVE ACTION PLAN

In order to comply **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.

J. CONFLICT OF INTEREST

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

- no officer, agent, or employees of the Virgin Islands Water and Power Authority or any member of the Authority's Governing Boards has a pecuniary interest in the bid or proposal;
- the bid or proposal is made in good faith without fraud, collusion or connection of any kind with any other Offeror for the same request for proposals or invitation for bid;
- the Offeror is competing solely on its own behalf without connection with or obligation to any undisclosed person or firm.

The Offeror must also describe any contractual or other business relationship with the Virgin Island Water and Power Authority or any of its employees , officers or members of the board , including the value of the contract or business relationship, entered into during the last five (5) calendar years.

An Offeror , and any of their contractors, shall notify VIWAPA as soon as possible if the proposed scope of work, or any aspect related to the anticipated work raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). Offeror and its subcontractors shall explain the actual or potential conflict in writing in sufficient detail so that VIWAPA is able to assess such actual or potential conflict. Offeror and any of its subcontractors shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. Offeror and its subcontractors shall accept any reasonable conflict mitigation strategy employed by VIWAPA including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. A violation of this requirement may result in the rescinding of a contract award or termination of the contract.

**K. 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, 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.

L. 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.

M. 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.

N. 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.

O. SCOPE OF WORK:

The scope of work is for the procurement of consignment materials needed for the construction and maintenance of three Line Departments on three separate islands of St. Croix, St. Thomas and St. John USVI. The Authority will furnish electrical specifications on material where necessary. The materials must be shipped per WAPA requirements. The materials packaging shall be clearly labeled to match the appropriate and approved nameplates.

The classification of each product may change periodically, and the Authority shall provide Offeror with written notice when a change to the classification of a product as required. Offeror's shall have adequate time to adjust the inventory of such Products as stored at the Warehouses. Classifications will be specified at time when material is requested.

	<u>Description</u>	<u>Offeror's Inventory</u>	<u>Delivery Interval</u>
Stock	<i>Items normally stocked by the Authority in Central warehouse</i>	<i>Stocking commitment approximately 90 days of current annual usage will be stocked by Offeror</i>	Normally ship on next shipment, may be same day if required.
On Request	<i>Items carried by the Authority in central warehouse but not stocked by the Authority; orders on demand</i>	<i>Not inventory stocked, material is ordered from supplier when order is received.</i>	<i>Manufacturer lead time for items plus 2 weeks for transportation and receipt, then will ship on next shipment.</i>
Critical	<i>Items that are stocked by the Authority and are critical for the authority during an emergency situation</i>	<i>Approximately 120 days of current annual usage will be stocked by the Offeror</i>	<i>Normally shipped on next shipment, may be shipped same day if required.</i>
Direct	<i>Items that are not stocked by the Authority, but identified as needed for a particular project</i>	No inventory stocked by the Offeror; material is ordered from supplier when order is received	<i>Manufacturer lead time for items plus 2 weeks for transportation and receipt. Items ship on next shipment may be same day if required</i>

General Provisions

The Authority wishes to purchase from the Offeror, Electrical Transmission and Distribution Products, to be utilized for Maintenance and Construction of the Authority's Transmission and Distribution System, which the Authority shall obtain from the Offeror on Consignment and ship to the Authority's Warehouses on St. Thomas, St. John and St. Croix.

The Authority will store the Consignment Products separate from other materials, equipment and supplies stored and/or contained in the Authority's Warehouses.

Offeror will clearly mark and distinguish all Consignment Products shipped by the Offeror to the Authority by attaching thereto a recognizable and easily identifiable sticker stating that the Products are Consignment of the Offeror.

The Authority will order from the list of Products provided from the Offeror, the List of Products provided by the Offeror may be changed periodically by written notification from the Authority to the Offeror and the mutual agreement of the parties which shall not be unreasonably withheld. The following is an example of the Products the Authority is interested in securing on Consignment: wooden poles, duplex, triplex, bare copper conductors from # 6 & #4, bare AAAC 4/0 & 397.5, 3/8 Beznal guy wire, fuse holders, fuse cut-outs, & Distribution pole and padmount transformers from 10kva thru 750kva.

For each Product that the Offeror transfers to the Authority, the Authority will provide the quantity used during the most recent monthly period available, current quantity on hand, whether the Product is classified as Stock or On Request and whether the product has been identified as a Critical item.

Offeror may inventory Products at the Authority's Warehouses with prior notification to support the Authority's needs based upon the inventory classification of each item.

Order Placement:

The Authority will place orders with Offeror using a variety of delivery methods including email, fax and e-commerce. The Authority will provide to the Offeror a list of authorized Authority's personnel who may place an order for products with the Offeror. Offeror will accept only those orders issued by those persons authorized by the Authority to place such orders. Orders will be placed using Tool Watch software to generate a request and once approved by the Director of Transmission and Distribution, will become an approved Purchase Order for transmittal to the Offeror.

Emergency Situation Provisions

The Offeror shall have on hand a minimum of 30 to 60 days' supply of materials available for immediate delivery in the event of a storm or other natural disaster, once the ports are re-opened. The materials that are being requested for emergency situations are listed in Appendix A. All emergency request will be processed per order placement above. On a monthly basis, items deemed critical will be generated on a listing to be provided to the Offeror. Conditions of Order placement above will apply.

Refer to the attached Exhibit H Consignment Material Worksheet Appendix G rev 2 for listings of the materials.

P. PROPOSAL 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 delivery and acceptance of work by the Authority. Proposals will be evaluated on compliance with material specifications, reputation of past projects, time for delivery, and cost. 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 ask any questions prior to responding to this request for proposal.

2. Proposal Submittal Requirements

THE AUTHORITY WILL RECEIVE ELECTRONIC PROPOSALS 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.

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.

THE PROPOSAL SUBMITTAL MUST BE SUBMITTED IN THE FOLLOWING FORMAT:

- (1) A COVER SHEET
- (2) A SPECIFICATION SHEET FOR ALL ITEMS BEING SUBMITTED.
All exceptions and deviations shall be explained.
- (3) REPUTATION ON PAST consignment projects. (Provide references on past projects)
- (4) COPY OF SAMPLE WARRANTY FOR PRODUCTS
- (5) PRODUCT DATA: Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes for equipment.
- (6) TIMEFRAME IN WHICH QUOTE IS VALID FOR.
- (7) COMPLETED PROPOSAL FORM (Section Q) OF RFP

- (6) BASIS OF AWARD (Section U)
- (7) A DISCUSSION ON THE TIME FOR DELIVERY
- (8) COMPLETED (Section R) CONSIGNMENT MATERIAL WORKSHEET APPENDIX G COST.
- (9) COMPLETED (Section T) Of the RFP.

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

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

Shipping:

3. The Offeror shall cost material FOB Miami and landed to STT, STX, STJ. Offeror shall inspect all products prior to shipping those products to the Authority. The Authority will inspect all material upon arrival at their facility and notify the Offeror of any discrepancies identified. Pictures will be taken and supplied with a report detailing discrepancies. Discrepancies will be credited by the Offeror to the Authority once its investigations are complete.
4. **Pricing**
The Offeror commits to providing best pricing to the Authority for Products purchased under the terms and conditions as required by the Authority. The Offeror should include a 3 year cost projection report to the Authority for Products offered by the Offeror for evaluation purposes. This report should include the part number, description, quantity and price for each item offered.
5. **Payment Terms:**
Offeror shall invoice the Authority only for those products used by the Authority.
6. **Period of Performance:**
This project shall be for one (1) year or fifty-two (52) weeks with the option to extend for an additional one-year term.
7. **Invoicing Terms:**
Invoicing will be performed at the end of each month based on items used by the Authority. Both the Authority and Offeror will agree to usage quantities before and invoice is generated. Any item received damaged, shall be reviewed by both parties and agreed to on the damage. These items will be deducted from any invoicing sent for payment.

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

Q. 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 supply and provide specification for materials 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 (90) 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 itself the appropriate unit prices for each item listed in the attached Proposal Form. These unit prices are for informal comparison of proposals by WAPA and for partial payment purposes only. Offeror must fill in all blanks in the Proposal Form. The Prices Delivered to STX, STT, STJ for shipping and Extended Price Delivered to STX, STT, STJ with shipping added will allow for better competitive pricing.
9. The proposed manufacturing and shipping schedule must accompany this Proposal Form.
10. Offeror must bid on each item. All entries in the entire proposal must be made clearly and in ink; or typed.

VIRGIN ISLANDS WATER & POWER AUTHORITY
FOR CONSIGNMENT OF ELECTRICAL PRODUCTS FOR THE VIRGIN
ISLANDS WATER AND POWER AUTHORITY'S TRANSMISSION AND
DISTRIBUTION POWER SYSTEM
ST. CROIX U.S. VIRGIN ISLANDS

R. CONSIGNMENT MATERIAL APPENDIX G:

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

SEE ATTACHED EXHIBIT H : Consignment Material Worksheet Appendix G rev2



VI WAPA

S. OFFEROR EVALUATION TEMPLATE

Project:

**FOR CONSIGNMENT OF
ELECTRICAL
PRODUCTS FOR THE
VIRGIN**

**ISLANDS WATER AND
POWER AUTHORITY'S
TRANSMISSION AND**

**DISTRIBUTION POWER
SYSTEM**

Project Number: PR-06-21

Date: 09/2020

Evaluation Criteria	Weight (100)	Offeror 1	Offeror 2	Offeror 3	Offeror 4	Offeror 5	Offeror 6
1. Compliance with Material Specifications	30						
2.Reputation of Past Projects	10						
3. Time for Delivery	10						
4. Cost	50						
Total	100	Score	Score	Score	Score	Score	Score
		0	0	0	0	0	0

T. PLEASE SUBMIT THE FOLLOWING INFORMATION WITH YOUR PROPOSAL:

The undersigned agrees that for extra material purchase, if any, authorized by owner and approved 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 supply the material as specified and indicated in this package for the Base Proposal Lump Sum Amount of \$_____ (Offeror must fill in this blank with amount in words and \$ numbers) over a period of _____ days.

U. 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 considered 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