



**Request for Proposal**  
for  
**Feeder Undergrounding Project Management**

PR- 09-20



Project Management Department

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**ATTACHMENT LIST:**

**ATTACHMENT A: Professional General Contract Terms (Federal)**  
**EXHIBIT A: HUD General Provisions**

## **I. INTRODUCTION**

The Virgin Islands Water and Power Authority (VIWAPA) is an autonomous government instrumentality that owns and operates two Power Generating Facilities. The Randolph Harley Power Plant located on St. Thomas and the Richmond Power Plant located on St. Croix, together, supply the entire territory with continuous, dependable energy. In addition, VIWAPA is always endeavoring to increase reliability and efficiency of both facilities to provide the best service.

In the aftermath of the hurricanes of 2017 that destroyed the electrical infrastructure, VIWAPA seeks to make its distribution system more resilient by taking several measures: (i) Install new wood poles with up to date, sturdier construction, (ii) Undergrounding transmission and distribution feeders, and where not feasible, (iii) Install composite poles, all with the aid of Federal funding. Underground projects will provide complete undergrounding of the distribution facilities in Christiansted and Frederiksted on St. Croix, Charlotte Amalie and Red Hook on St. Thomas, and Cruz Bay, on St. John.

The replacement of overhead cables providing electrical power with underground cables make power lines less susceptible to outages and damages during high wind thunderstorms, tropical storms or hurricanes. Other benefits of underground cables include: improvement in community aesthetics, especially in environmentally sensitive areas; less space required; pose less danger to wildlife and motorists; they are safer, less prone to fault and power theft; and finally, once installed makes room for sidewalks and tree planting.

Undergrounding mitigates the concerns surrounding the reliability of electrical service after the occurrence of a hurricane or other natural disasters.

The Authority is soliciting project management services to implement its plans to improve the electric system reliability.

**It is anticipated that this project will be Federally funded. Contractor is responsible for**

compliance with all applicable Federal law, rules, and regulations or other related requirements.

## **II. GENERAL CONTRACT REQUIREMENTS**

ALL BID RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S PROPOSAL REQUEST AND THE AUTHORITY'S PROFESSIONAL GENERAL CONTRACT TERMS WITH FEDERAL TERMS AND CONDITIONS . THOSE REQUIREMENTS IN THE RFP PERTAINING TO THE BIDDER'S RESPONSIBILITY FOR TAXES, PLACEMENT OF INSURANCE, AND HIRING OF LOCAL WORKERS ARE OF PARAMOUNT IMPORTANCE TO THE AUTHORITY AND SHALL APPLY, UNLESS EXPRESSLY WAIVED IN WRITING BY THE AUTHORITY.

THE BIDDER'S RESPONSE MUST EXPRESSLY STATE THE TERMS AND CONDITIONS OF THE AUTHORITY'S GENERAL CONTRACT TERMS TO WHICH THE BIDDER 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.

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 THE RFP AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH PROPOSAL SHALL BE BORNE BY THE BIDDER. WHILE WAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN THE RFP, WAPA MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED HEREIN OR OTHERWISE PROVIDED TO ANY BIDDER BY, OR ON BEHALF OF WAPA. WAPA SHALL HAVE NO LIABILITY RELATING TO OR ARISING FROM ANY SUCH INFORMATION OR THE USE THEREOF. BIDDERS 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 BIDDERS.

**GENERAL CONTRACT REQUIREMENTS:**

The Authority's Professional General Contract Terms, attached hereto, shall be applicable to all Contracts with the Bidder. The Bidder's response must expressly state those provisions of the Authority's Professional General Contract Terms with which the Bidder does not agree. 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.

**TAXES:**

The Price proposed by Bidder shall be the total consideration, inclusive of taxes, if applicable. The Bidder, 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 Bidder unless exempt by law. The Bidder 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 Bidder/Contractor's tax liability. To the extent a Bidder claims an exemption from any applicable Virgin Island Tax or custom duty, Bidder must state so in its proposal and submit with its proposal documented evidence from IRB, other Virgin Islands Government Department, or the law which establishes that the Bidder 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

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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.

**BUSINESS LICENSE:**

Bidders and its subcontractors must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. The Bidder 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 Bidder wish to claim that the scope of the services being provided do not require it to obtain a business license, Bidder must present to the Authority documented evidence from DLCA that the Bidder 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 Bidder and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Bidder must supply the Authority with its taxpayer identification number. Failure by Bidder 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.

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At contract execution any bidder 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.

### **INSURANCE:**

The Bidder is required to obtain and maintain in effect insurance coverage pursuant to Exhibit A, Clause 14 of the Professional General Contract Terms. In addition, the Bidder shall submit proof of insurance coverage to the Manager of Contract Administration at contract execution.

. Failure to provide the required insurance as requested shall be grounds to rescind the Contract.

### **ENVIRONMENTAL RESPONSIBILITY:**

The Bidder 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.

Bidder 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.

The Bidder shall indemnify the Authority for any and all fines and penalties, assessed to the



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Authority as a result of Bidder'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 Bidder shall indemnify the Authority for the cost of cleaning up all spills and discharges if the Authority has performed such work on Bidder's behalf.

### **FEDERALLY FUNDED PROJECTS:**

A.

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 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, Bidders 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, absent compliance reasons, 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

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as an individual surety. Further, the Authority shall not, absent compelling reasons, 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 reserves the right to waive a contractor or subcontractor's exclusion, and enter into a contract with a debarred or suspended contractor, if the Authority determines, in writing, that there is a compelling reason to do so, Compelling reasons exist when: (1) goods or services are available only from the excluded contractor; (2) an urgent need dictates dealing with the excluded contractor; (3) reasons related to the Territorial Emergency as declared by the Governor of the Virgin Islands requires dealing with the excluded contractor.

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 remain in effect unless such contract(s) is terminated for default or for convenience under separate provisions of the contract.

B.

In instances where Federal funds are utilized for the payment of the Scope of Work, the

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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.

### **UTILIZATION OF SMALL, MINORITY and WOMEN's OWNED ENTERPRISES**

Contractor shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, in the procurement of subcontractors, and/or other third-party entities for any project or objective outlined in this Agreement, and ensure compliance to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible, to the extent feasible and report results as required. For work performed in the Virgin Islands, Contractor shall utilize in the procurement of subcontract for goods and services, the attached listing of DBE/SBA business (Exhibit B). Contractor shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in its

contracts or subcontracts etc.

### **LABOR STANDARDS**

All Contracts executed pursuant to this Agreement shall be subject to the requirements of **Section 3** of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010. **Section 3** requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in PR-XX-20 in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

Contractor shall also comply with all labor laws (as referenced under 24 CFR 570.603) and make efforts to hire procure, when possible, minority- or women-owned business enterprises in accordance with Section 8 of the Small Business Act, 15 U.S.C. § 637, as amended.

### **AFFIRMATIVE ACTION PLAN**

In order to comply with **Section 3** and **Executive Order 11246**, the U.S. Department of Housing and Urban Development requires that all 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., 17010 will also be found in an appendix document referenced as the "HUD Riders".

**COMMUNICATION WITH AUTHORITY BOARD MEMBERS / EMPLOYEES / EVALUATION COMMITTEE MEMBERS**

To preserve the integrity of the procurement process, and unless otherwise instructed, all communication, written or oral, regarding any RFP and/or solicitation of quotations, must be submitted through the Authority's Contract Services Manager. Any direct contact made by a Bidder with the Authority's Board Members, Officers, Directors, employees or the members of the Authority's Evaluation Committee concerning the procurement in an attempt to influence the procurement is prohibited and may be grounds for disqualification.

**CONFIDENTIALITY**

Bidders are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP may become a record of the Authority and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date no court of law has ruled on the application of this law to independent instrumentalities such as the Authority. "Confidential Information" includes all technical business, personnel, taxpayer or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development and business activities of the disclosing party and that has been identified as "confidential". Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior

written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by “or becomes known to” the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

## **CONTRACT EXECUTION**

The final contract sent to the Bidder for execution must be executed and returned to the Division of Contract Administration within seven (7) business days of receipt. Failure by the Bidder to return the executed contract within the stated time may result in the contract award being rescinded. It is the responsibility of the Bidder to timely advise the Authority of any issues affecting contract execution so that the parties may discuss additional time for execution.

## **NOTICE TO PROCEED**

The Notice to Proceed contains the commencement date of the contract work. The 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.

## **PROPOSAL SUBMITTAL**

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All proposals must be electronically-submitted and signed cover letter must be submitted with your response and addressed to the following address and emails:

Delores Donovan

Contract Administration Manager

Virgin Islands Water and Power Authority

9720 Estate Thomas Al Cohen Plaza St. Thomas, VI 00802

Email: [contractservices@viwapa.vi](mailto:contractservices@viwapa.vi)

**FAXED RESPONSES, MISDIRECTED RESPONSES AND LATE RESPONSES WILL NOT BE ACCEPTED.**

**SEE COVER LETTER FOR DATE AND TIME OF BID SUBMITTAL.**

**BIDDER SHALL INDICATE IN ITS PROPOSAL THAT IT HAS FULLY SATISFIED ITSELF WITH RESPECT TO THE SCOPE OF WORK AND SPECIFICATIONS.**

**BIDDER SHALL FURNISH EVIDENCE OF PRIOR SATISFACTORY WORK EXPERIENCE IN COMPARABLE WORK DISCIPLINES IN ITS PROPOSAL.**

**A. No Pre-Proposal Meeting will take place for this project**

**B. Questions**

Questions regarding the scope of services are to be addressed and emailed to:

**VIWAPA – RFP for FEEDER UNDERGROUNDING PROJECT MANAGEMENT SERVICES**

Delores Donovan

Contract Administration Manager

Virgin Islands Water and Power Authority

9720 Estate Thomas Al Cohen Plaza St. Thomas, VI 00802

Email: [contractservices@viwapa.vi](mailto:contractservices@viwapa.vi)

All questions are to be emailed within the deadline as stated in the proposal invitation letter.

Federal and Local Holidays are to be observed. Please indicate any exceptions to the RFP at this time so they may be addressed.



### **III. STATEMENT OF WORK**

#### **A. Scope of Work**

1. WAPA requires the services of an engineering firm to perform owner's engineer/Project Management services during the construction and commissioning of transmission and distribution feeders undergrounding, including providing resident observer personnel.
2. The Project management contractor will be responsible for ensuring construction contractors comply with all specifications/codes and all approved design drawings as submitted with their proposal and complete the project on schedule and within budget
  - a) *Firm shall attend the pre-bid meeting and respond to questions concerning plans, specifications, and estimates prior to bid opening.*
  - b) *Firm shall prepare contract addenda, if required.*
  - c) *Firm shall review construction bids received and make recommendation to VIWAPA for award of civil and electrical work contract.*
  - d) *Firm shall attend regularly scheduled construction meetings, including the pre-construction meeting, in order to respond to questions concerning the plans, specifications, and estimates.*
  - e) *Firm shall be available to be called to the site to address questions arising from the progress of the work.*

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- f) Firm shall assist VIWAPA with preparation of contract change orders, if necessary.*
- g) Firm shall participate in the final walk-through of the constructed project and assist in the preparation of punch list.*
- h) Firm shall prepare as-built drawings, following construction, from mark ups provided by construction firm and VIWAPA engineers.*

B. The Scope of Work for Project Management Services include the following requirements:

1. Adherence to federal program guidelines
2. Enhance capacity of WAPA to oversee large volume of construction projects efficiently and in compliance with all federal, state and local rules and regulations governing funding and local building codes.
3. Ensure continual quality assurance/quality control.
4. Assist in the permitting process and resolution of regulatory issues
5. Provide daily and periodic communication/reports, to include homeowner construction files, inspection reports, to WAPA Project Manager.
6. Secure documentation of construction activity to allow an audit trail through final inspection and closeout.
7. Develop and maintain relationships with customers, utilities, vendors and contractors.

8. Assist the Construction Managers on job walks, bid evaluations, contractor negotiations, and during construction meetings.
9. Assist during the construction phase of the project by reviewing submittals, change orders, and RFI's, and make recommendations to the WAPA Project Manager.

**C. Start-up of Operations**

1. The selected Respondent must secure the necessary personnel, space, computers, telecommunications equipment, and all other equipment/supplies as necessary to conduct business for the core functions of Project Management support in each district of **St. Thomas/St. John** and **St. Croix**.
  - a) *Senior staff are expected to be on-call and proximate to WAPA offices.  
Respondent must also have sufficient staff /supplies to support operations on all islands.*
  - b) *Respondents are encouraged to find the most efficient and cost-effective method to conduct operations across the Territory.*
2. It is expected that the selected Respondent should have the necessary personnel, equipment and telecommunications services to be able to deploy staff on-site within fifteen (15) business days of Notice to Proceed (NTP) to initiate Project Management services.

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- a) The term of the start-up of operations, including working locations, requested by WAPA is for the initial two (2) year term of the anticipated contract, with an option to extend the contract if needed.*
- b) Costs beyond this term may be considered as part of any contract amendments.*

### **D. Project Management General Standards - Program Design**

1. Manage standard specifications and cost schedules for assigned projects.
2. Prepare detailed scope or work and cost estimates for future assigned projects.
3. Recommend ways to organize construction projects, including grouping sites together, to achieve efficiencies and cost savings in construction.
4. Conduct final inspections to ensure quality construction, permits have been obtained, and construction complies with all applicable codes, regulations, and program requirements to support project closeout.

### **E. Program Administration Tasks May Include:**

1. Assist WAPA in serving as on-site project management representative for completion of construction items for construction projects
2. Assist and work with WAPA to perform Value Engineering Analysis and Constructability Reviews of the design and contract documents to identify saving opportunities, discrepancies and variances prior to bid of Work
3. Develop detailed final cost estimates for each project and validate against established Program budget.

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4. Assist in the preparation and packaging of construction bid documents, project specific special conditions including, mitigation monitoring plan, contract time, construction phasing, completion and occupancy dates.
5. Provide recurring administrative reports pertaining to construction projects
6. Develop timelines/network that will incorporate all activities relevant to the project, including priorities and critical milestones
7. Assist WAPA in its community relations efforts to generate local contractor participation in the Program and provide information relative to upcoming projects to the local contractor community
8. Assist WAPA in establishing a standardized bidding process and procedure
9. Assist WAPA in the preparation and issuance of Notice of Award and Notice to Proceed
10. Coordinate and conduct project pre-construction conferences
11. Assist WAPA in working with other consultants and contractors during the construction administration phase of the project(s)
12. Maintain documentation in shared projects files that include design documents, constructability review comments, estimates, bid documents, contracts, submittals, permits, meeting minutes, correspondence, change orders, pay requests, RFIs, shop drawings, claims, schedules and closeout
13. Perform facility inspections, identifies deficiencies and initiates corrective actions

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14. Assist WAPA to manage, evaluate and mitigate all change order proposals and schedule delays
15. Monitor and report on contractor's quality control
16. Attend job-site progress meetings, prepare and distribute meeting minutes and report urgent issues
17. Develop and maintain a detailed project schedule and review and report on contractor's baseline schedule and schedule-of-values
18. Review Contractor's periodic schedule updates
19. Review and comment on contractor invoices to WAPA (as appropriate)
20. Assist in development of the transition plan to occupy the facility upon completion of construction; develop and implement the phasing and synchronization of transition activities, as required
21. Perform analysis of equipment failures and outages to identify trends and areas needing improvement
22. Make recommendations to WAPA regarding final project approval and acceptance; receive and review project(s) record and as-built drawings; assist in preparing and submit the project(s) accounting and close-out reports
23. Provide copies of engineering drawings on an as needed basis
24. Provide Field verification inspections

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25. Assist in obtaining Building Permits for plans and, if required, submit to the Department of Historic Preservation if required
26. Provide inspection related project management services for interim inspections, final inspections and scope verification inspections.
27. Provide inspection(s) to ensure compliance with the WAPA requirements.
28. Verify scope of work is consistent with the approved design documents and Estimated Cost of Repair (ECR) and Allowable Activities (AA) documents
29. Track and maintain a record of change orders, budgets and expenditures for all contracts of projects
30. Track, monitor schedules, provide recommendations and implement strategies to keep projects on schedule and within budget as necessary
31. Perform other related duties as assigned

### **F. Close-out Services**

1. Coordinate with WAPA staff and team of consultants to ensure timely close-out of projects
2. Assist WAPA to gather and assemble all financial and administrative documents related to close-out.

### **G. Commencement of Services**

1. Selected Respondents must be prepared to commence these services within fifteen (15) days of a Notice to Proceed (NTP) from WAPA.

#### **IV. KEY DELIVERABLES**

##### **A. Project Management Support - Key Deliverables**

1. **Project Definition Report:** Provide a definition report to document the project objective, contracting strategy, schedule, duration, budget and recommended construction advertisement date
2. **Project Management Plan (PMP):** Develop a project management plan to capture the **entire** project end-to-end, covering all project phases from initiation through planning, execution and closure.
3. **Project Schedule:** Develop a project(s) baseline schedule that explicitly represents planned construction and resource utilization, identifies resource challenges and highlight project milestones.
4. **Sub-contractor plan:** Provide a report that identifies the contractor's compliance with Minority-Owned Business Enterprise (MBE). List proposed Sub-contractors; describe their experience, and their qualification as well as specific involvement in this Program.
5. **Earned Value Analysis (EVA):** Provide a monthly project-specific Earned Value Analysis (EVA) chart that depicts actual versus planned construction spending
6. **Dashboard:** Provide a weekly project-specific dashboard that summarizes schedule, budget, change orders, and issues



7. **Progress Report:** Prepare monthly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, change order summary, open and closed deficiencies, key progress photos and significant project issues with recommendations on any unresolved matters
8. **Risk Management Report:** Provide a monthly claims mitigation report that identifies issues, risks, impacts to budget and schedule, recommendations and resolutions
9. **Safety Plan:** The safety management plan defines methods and processes for the identification and management of inherent safety risks. The Plan includes safety, security, handling of hazardous materials, waste management, illness and injury prevention program (IIPP), compliance with territory, OSHA and WAPA regulations, training, monitoring, recording, emergency management, fire/life safety and safety performance metrics.
10. **Close-Out Report:** Prepare and provide a close-out report to WAPA attesting to the project(s) final completion including all open punch list items, deficiencies, labor compliance, final payment, change orders, claims, record and as-built drawings, financial summary, final schedule, warranties and guaranties.

11. **Lessons Learned Report:** Provide a lessons learned report highlighting success and challenges, processes per construction project that worked and those that need improvements and recommending improvements strategies to the implementation process.

**B. Inspection Services - Key Deliverables**

1. Initial, interim, final scope definition inspection reports
2. Data and results in a form and format acceptable to WAPA
3. Documents in support of closeout.

## **V. BID ENCLOSURES AND REQUIREMENTS**

### **A. BID SUBMITTALS**

1. Any exceptions or clarifications to the requirements stated in this Invitation for Bids, especially to the Professional General Contract Terms, shall be listed and explained in the Contractor's proposal.
2. The Bidder shall submit, with its proposal, a preliminary payment schedule. This schedule shall detail the basic payment steps. Time duration for mobilization should be clearly indicated.
3. The Bidder shall submit with its proposal, a listing of a minimum of three previous project management projects where the Bidder has performed similar work. The list shall include purchaser, address of installation, service organization, and date of installation.
4. The Bidder is required to submit the resume of the person who will be Project Manager on this job, safety officer, QA/QC Engineer, and Engineering Firm background.
5. Engineering Firm Rate Sheet.
6. The Bidder is encouraged to include any other information that may be found useful in evaluating its bid and ability to satisfactorily perform the work.

**B. SITE ASSESSMENT**

**1. PRE-BID CONFERENCE**

- a) A Non-Mandatory Pre-Bid Conference will be scheduled for all prospective bidders prior to the Bid Opening.*
- b) All Bidders are encouraged to attend.*
- c) Representatives of the Virgin Islands Water and Power Authority will be in attendance.*
- d) Information relevant to the Bid Documents will be recorded in an addendum issued to all bidders attending the Pre-Bid Conference.*

**C. SITE VISIT**

- 1. A site visit will be arranged for all Bidders in attendance at Pre-Bid Conference.
- 2. Each Bidder is required to conduct site at his cost to familiarize himself with the project site, the work area, and to ask any questions before submitting a bid.
- 3. Following the project site visit, each Bidder shall carefully examine the Bid Documents. Any conflict that exists between the Bid Documents and project inspection shall be brought to the Owner for resolution.
- 4. Each Bidder shall fully inform himself prior to the bidding of all existing conditions and limitations under which the project will be performed and shall include in his bid a sum to cover all costs of all items necessary to perform the work as set forth in the Bid Documents.

5. No allowance will be made to any Bidder for claims arising from the existing condition, which could have been ascertained by an examination of the project site and review of the project documents.

## **VI. SPECIAL PROVISIONS**

### **A. SCOPE OF THE SECTION**

1. The special provisions are intended as supplements or modifications to the Instruction to Bidders, Professional General Contract Terms, or the Scope of Work sections. In the event that items of the sections are overlapping, provisions of this section shall govern.

### **B. ORDER OF WORK**

1. The Work referred to in this RFP is divided into different items related but not required to be performed in the stated order.

### **C. COOPERATION WITH OTHERS**

1. The Project Management Contractor shall coordinate with the Authority's representatives during the project execution.
2. Project Management Contractor and Construction Constructor shall coordinate his /her work with other contractors on-site in order to complete the work in an orderly and timely manner.
3. All work shall be carried on without interfering with the normal operation of the Authority's system and equipment.

- a) If at any time during the course of the project, any portion of the work cannot be carried on without shutting down equipment, the Contractor shall discuss this phase of the work with the Authority's representatives when such shutdown can be obtained and its duration.*
- b) No existing equipment within the facility (i.e. valves, breakers, switches, computers, etc.) shall be operated under any circumstances by the Contractor. Request for the operation of any existing equipment within the confines of the facility must be submitted to the WAPA Project Coordinator/Manager in writing at least two (2) days in advance in order to ensure proper coordination with plant operation personnel.*
- c) No contact between the Contractor and other WAPA employees/representatives will be allowed without the express written or verbal consent of the Project Coordinator/Manager.*

**D. PRE-CONSTRUCTION CONFERENCE**

1. Upon award of Contract, the Authority will schedule a pre-construction conference. This conference must be attended by the Project Management Contractor and the Construction Contractors', and Authority's representatives. The purpose is to review the project scope, determine the project schedule and discuss problems that may be encountered.

**E. SPECIFICATIONS**

1. Codes and Standards: The Work shall be performed in accordance with all current applicable OSHA and safety standards and with all the federal and local Codes and standards as they are deemed applicable to the Project. The Codes and Standards utilized shall be the latest edition in effect on the date of preparing the Project Proposal.

**F. PAYMENT SCHEDULE**

1. The Project Management firm shall propose a payment schedule based on a subdivision of the proposed contract price including an initial mobilization payment, subsequent monthly payments (on a Net 30 schedule) and a final payment for successful project completion. Invoices should include a detailed description of services being billed for including but not limited to:
  - a) Number of Hours worked*
  - b) Hourly rate*
  - c) Description of tasks performed*
  - d) Description of materials used*
  - e) Listing of reports/documentation provided to client*
  - f) Location of where work was performed (i.e. onsite, off-island home office support, etc.)*
  - g) Current amount being invoiced*
  - h) Prior amount invoiced to date*
  - i) Balance remaining of original contract bid price*

**G. RATES**

1. In the event that the Authority requires additional services over and above the contractual scope specified herein, bids shall include applicable rates for labor and services.

**H. ACCEPTANCE OF WORK**

1. Acceptance shall be made through Authority's assigned personnel.

**I. WORKMANSHIP**

1. All Work is to be accomplished in a good workmanlike manner and with first class workmanship. All work shall be free of defects or faults and meet or exceed the Authority's requirements.

**J. ADDITIONAL REQUIREMENTS**

1. Upon award of Contract, the Contractor shall be responsible for obtaining all licenses necessary to perform the work in the U.S. Virgin Islands in compliance with established laws, regulations and standards and for the completion of the scope of work identified in Contract Documents. The Authority will be responsible for obtaining permits for this project.

**K. SECURITY**

1. The Contractor and all affiliated personnel shall obtain Transportation Worker Identification Cards (TWIC) at their own expense before commencing the project.

**L. SAFETY**



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1. The Project Management Contractor shall review copies of the Construction Contractor's Safety Program and OSHA 200 Log dating back five (5) years and provide comments/recommendations to the Authority's representatives.
2. The Project Management Contractor shall follow safe working practices and procedures which he has developed according to the guidelines given in applicable federal and local regulations of the U.S and Virgin Islands. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage.
3. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner, and regulatory agencies that may be on or about the Work.
4. The Project Management Contractor shall ensure all necessary safety equipment such as barriers, signs, lights, walkways, guards and fire prevention and firefighting equipment are provided and maintained and shall take such other action as is required to have the construction contractor fulfill his obligation.

5. The Project Management Contractor shall comply with all applicable Federal and Local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property. The Project Management firm shall also ensure that all work performed by the EPC contractor complies with all applicable Federal and Local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.
6. The Project Management Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

#### **M.SAFETY DATA SHEETS**

1. The Contractor shall be responsible for securing and reviewing Safety Data Sheets (S.D.S.) for all material brought on site from the EPC contractor and ensuring that they meet all regulatory requirements.
2. A copy of all S.D.S. sheets shall be provided to WAPA's Project Coordinator prior to bringing the materials on site.

#### **N. TEMPORARY CONTROLS**

1. NOISE CONTROL

- a) *The Contractor shall ensure that the EPC provides adequate protection against objectionable noise levels caused by the operation of construction equipment at all times.*

**2. DUST CONTROL**

- a) *The Contractor shall ensure that the EPC provides adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds, or any other cause.*

**3. TRAFFIC CONTROL**

- a) *When necessary, the Contractor shall prepare and submit in conjunction with the EPC a traffic control plan to the Department of Public Safety and the Authority for review and approval.*

**4. ENVIRONMENTAL**

- a) *The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operation and shall ensure the EPC operates to minimize pollution of air, ground or surface water and vegetation, and afford the neighboring community the maximum protection during and upon completion of the project work. The Contractor shall communicate with WAPA environmental affairs management regarding any issues that arise concerning environmental issues pertaining to the Undergrounding projects.*

*b) Contractor shall ensure all chemicals or chemical residues present in the work area during performance of the work by the EPC be handled during the work execution and disposed of according to the latest EPA regulations. All the chemicals used during construction or furnished for project completion must show approval of either EPA or USDA. Use of all such chemicals and disposal of chemical residues shall be in strict conformance with instructions and EPA requirements. This section pertains to the construction contractor that the project management firm will oversee*

**5. INCLEMENT WEATHER**

- a) Within ten (10) days of any forthcoming inclement weather, the project manager shall obtain from the EPC a written Hurricane Preparedness Plan which includes a detailed layout of pre and post hurricane preparedness activities to be review by both the Project Management firm and the Authority.*
- b) The project manager will take every practicable precaution to minimize danger to persons, to the Work, the work site and to adjacent property and protect carefully the work and materials against damage or injury to personnel from the weather. These precautions shall include closing all openings, removing or securing all loose materials, tools and/or equipment from exposed locations.*

**6. HARD HAT, SAFETY SHOES AND OTHER SAFETY EQUIPMENT POLICY**

*a) Contractor shall have, and shall further ensure the EPC has hard hats, safety shoes and other personal protective equipment (PPE) that are being worn at the work site by all personnel at all times. The Owners Project Coordinator or the Safety Officer is authorized to halt the work if this requirement is not met, if repeated offenses occur the contract may be terminated. The Project Manager also has the power to halt the work for safety violations. The Contractor is responsible for securing their own Personal Protective Equipment before commencing work at the project site. The Project Manager is also responsible for ensuring that the EPC complies with the Authority's PPE policy and ensure personnel have and use the following PPE as appropriate.*

- (1) Flame Resistant Shirts and Pants with a minimum arc flash rating of 8 Cal/cm<sup>2</sup>
- (2) Hardhat
- (3) Steel-toe boots
- (4) Protective eyewear
- (5) Ear plugs

**VII. KEY PERSONNEL**

A. Each proposal shall describe the organizational structure of the proposed team; at a minimum, each proposal shall include:

1. An organization chart showing the reporting responsibilities and organization of all Key Personnel, including future staff to be assigned and sub-contractors.
2. Key Personnel job descriptions and reporting responsibilities, including identification of all individuals performing functions of Key Personnel who meet the minimum qualifications of each key role.
3. Roles, responsibilities, minimum qualifications and experience of Key Personnel are included in the table below. The Proposal narrative must include an overall staffing approach, including Key Personnel and other staff or subcontractors to be assigned. It is expected that the Respondent will provide Key Personnel for the following roles; however, if the Respondent feels additional Key Personnel are needed for the services, please include the additional roles, with description and qualifications for each role.

B. Key personnel responsibilities and qualifications, and other bid items

1. **Sr. Project Manager** (not necessarily full time or on site, but available as needed)

- a) *Responsibilities: Maintains a strategic outlook. Tracks regional progress from a programmatic standpoint to ensure WAPA strategic objectives are pursued in a logical sequence and systematic manner. Monitors fiscal, operational, political, public relations, and other factors which have the potential to impact to project portfolio. Considers and communicates anticipated impacts that projects may have to these and other stakeholders. Clearly Communicates organizational priorities to Project Managers.*
  - b) *Qualifications: Master's degree in Project Management, Engineering or Business and 5 years of related experience or Bachelor's degree in Project Management, Engineering or business and 10 years of related experience*
2. **On-Site Project Manager** (this person is usually capable of handling one large project or multiple smaller projects, depending on complexity and location of the projects being managed)
- a) *Responsibilities: Primary Point of Contact for all stakeholders and external organizations. Bears ultimate responsibility for the safe, timely, cost and scope controlled completion of all projects under their purview and advising WAPA as appropriate. The Project Manager monitors and provides controls for all projects. Provides annual expenditure forecast and monthly financial reporting. Responsible for team development and dispute resolution. Sets priorities for Construction Managers and Project Engineers. Provides authorization for project kick off. Provides approval for plans developed by Project Engineer or Senior Construction Manager.*

*b) Qualifications: Master's degree in Project Management, Engineering or Business and 5 years of related experience or Bachelor's degree in Project Management, Engineering or business and 10 years of related experience*

3. **Construction Manager** (this role is typically an experienced construction engineer and leads the rest of the on-site construction over-sight team on either one or multiple sites)

*a) Responsibilities: Provides direct oversight of an individual project. Monitors project for safety, best work practices, appropriate equipment, use of approved materials, construction matching design drawings, and payroll verification as reported by construction engineers and inspectors on daily reports. Reviews and recommends approval of contractor payment requests. Ensures that all approved plans are followed in the field, including environmental, safety, rigging, work plans, regulatory compliance, etc. Communicates with Project/Construction Engineers and Inspectors for technical clarification/decision making. Arranges for and monitors Quality Assurance (QA) during construction.*

*b) Qualifications: Master's degree in Project Management, Engineering or Business and 5 years of related experience or Bachelor's degree in Project Management, Engineering or business and 10 years of related experience*



4. **Project/Construction Engineers** (various disciplines, such as civil, electrical, mechanical, instrument & control, etc. may be needed at different times or multiple locations)
  - a) *Responsibilities: Facilitates review of submittals, develops and maintains a project plan for each project (which must be approved by Project Manager). Provides continual monitoring of cost, schedule, risk, and project plan and keeps Project Manager updated. Provides over-sight of contract work, including inspections, compliance with plans and specifications, monitors schedule, etc. Prepares financial and other project reports as requested by Project Manager.*
  - b) *Qualifications: Master's degree in Project Management, Engineering or Business and 3 years of related experience or Bachelor's degree in Project Management, Engineering or business and 5 years of related experience*
5. **Inspectors** (need not be degreed engineers, but should have at least 3-5-yrs of relevant experience and will fulfill at least part of the QA/QC role)
  - a) *Responsibilities: Inspectors report to the Construction Manager and is responsible for conducting field inspections to ensure compliance with design drawings and specifications, including timely completion of inspection reports, checklists, safety evaluations and regulatory compliance.*
  - b) *Qualifications: Bachelor's degree and 3 years of related experience or 5-years of applicable experience*

6. **QA/QC Engineer** (qualified individual reporting to the Project Manager)

- a) Responsibilities: Prepare and implement a multidisciplinary quality assurance plan and institute a quality management system to ensure that the work being performed by the persons being supervised are in accordance with best industry practices and procedures. They must be well versed in the methods of nondestructive testing and have a thorough understanding of engineering construction relating to the civil, structural, mechanical and electrical engineering disciplines. The QA/QC will be responsible for documenting (via hard copy and electronically) any changes/deviations from the original design to ensure that they are properly recorded and performed in compliance with the quality assurance plan. They will be responsible for maintaining certificates, equipment calibrations, inspection requests, test results, issuing/closing non-compliance reports and other QA/QC documents. At the end of the project, the QA/QC will turn over to the Authority a complete set of records via hard copy (two (2) complete sets) and electronically (via PDF) documenting the QA/QC for all aspects of the project including civil, structural, mechanical and electrical engineering.*
- b) Qualifications: Master's degree in Project Management, Engineering or Business and 3 years of related experience or Bachelor's degree in Project Management, Engineering or business and 5 years of related experience*

7. **Safety Officer** (safety is everyone's responsibility, however, a Safety Officer will perform periodic inspections of construction sites for over-sight)

- a) *Responsibilities: Develop and implement health and safety plans, review JSA's, programs and procedures in the workplace; Ensure compliance with relevant health and safety rules and regulations; Identify Occupational Health and Safety related training needs in the workplace; Conduct safety inspections and risk assessments; Investigate workplace accidents; Report on OHS-related activities.*
- b) *Qualifications: A bachelor's degree in environmental health or related field is required for this position plus at least 5-years of experience in areas such as fire prevention, environmental health, industrial hygiene or safety. Must have a working knowledge of federal, state and local laws and regulations*

8. **Document Control / Admin Support** (This role typically does not require a degree, however, a working knowledge of construction and ability to pay attention to detail is helpful)

- a) *Responsibilities: Works hand in hand with the Construction Manager to ensure that all appropriate documentation is obtained, is complete, and filed correctly. Project Documents shall contain, but not be limited to: Contract Documents, Construction Drawings, As Built Drawings, Quality Control documentation (received from engineering or quality control group – for manufacturing, Factory Acceptance Tests (FAT), etc., Quality Assurance documents (for quality during construction), Daily Reports, Material Receipts, Inspection Reports, Testing Performed, Training Materials, Correspondence, reimbursement documents, etc.*

- b) Qualifications: Bachelor's degree and 3 years of related experience or 5-years of applicable experience*

**9. Home Office Support Engineer (various engineering disciplines may be required)**

- a) Responsibilities: Performs engineering reviews of design and field engineering will be supplied/supported by the firm as required. Designs may include disciplines of civil engineering, structural engineering, mechanical engineering, electrical engineering and instrumentation, whichever the Authority deems necessary at the time.*
- b) Qualifications: Bachelor's degree and 3 years of related experience or 5-years of applicable experience*

**10. Mobilization**

- a) Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable. Mobilization shall not exceed 5% of the total bid amount.*

- b) Payment will be made as the work proceeds, after presentation of paid invoices or documentation of direct costs by the contractor showing specific mobilization and demobilization costs and supporting evidence of the charges of suppliers, subcontractors, and others.*

**11. Demobilization**

- a) Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract. Demobilization shall not exceed 3% of the total bid amount*
- b) Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.*

**12. Per Diem**

- a) Per Diem payments are allowances for daily living expenses per person while assigned to and working on site, and shall include lodging (hotel charges, or other temporary housing arrangement) meals, taxes, and incidental expenses, such as room service, laundry, dry cleaning, tips, etc. In general, Per Diem rates shall align with establish Federal Department of Defense rates.*

**C. Key Personnel Replacement**

1. Key Personnel are those Contractor personnel considered to be essential to the performance of the contract. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the Key Personnel being replaced.
2. All proposed substitutes shall have qualifications equal to or better than those of the person to be replaced. WAPA reserves the right to re-evaluate the selection of any respondent if one or more key personnel are replaced within the first six months of contract performance. WAPA shall be notified in writing of any proposed substitution at least thirty (30) days in advance.
3. WAPA reserves the right to request that personnel that do not perform in the best interest of the Authority
4. Such notification shall include:
  - a) *An explanation of the circumstances necessitating the substitution;*
  - b) *A complete resume of the proposed substitute;*
  - c) *And any other information requested by WAPA to facilitate evaluation of Contractor's substitution request. WAPA reserves the option of reviewing, re-evaluating and rescoring Contractor's response to this solicitation and further reserves the option of invalidating the Contractors' response to this solicitation due to excessive substitutions.*

## **VIII. QUALIFICATIONS**

A. The WAPA is seeking a firm or individual with substantial experience and success in Project Management Services.

1. The selected respondent must be able to adequately demonstrate their experience in Project Management in their proposal submittal, and in particular experience with Electrical Power Utilities Project Management.

## **IX. BID FORM**

A. CONTRACTOR'S BID BREAKDOWN

1. The Contractor shall supply all the manpower, materials, tools, equipment, safety devices, knowledge, experience, supervision, data sources, methodologies, processes and procedures, and other factors to ensure that the effort expended on managing project activities.
2. **In addition, other necessary resources to satisfactory complete the scope of work referenced in this proposal and must also comply with local and federal regulations referenced in the Codes and Standards section in this Proposal.**

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3. The following **Bid Form** must be completed by the Bidder and included with the Bid Documents. The Contractor includes all the above-mentioned services in the prices listed in the Bid Breakdown. Per Diem, air and ground transportation costs, housing, and project administrative services/support (i.e. paperwork, reports, charts, etc.) for the entire duration of the project should be included in the line item cost for the associated personnel submitted below. The Prices listed below must total the sum of all line bid items
4. Complete the bid form below by providing unit costs for each of the items listed and applying the estimated quantities, resulting in a Total “Estimated” Cost for each item. The sum total of the ten bid (10) items shall be entered as indicated in Section D below. This bid price is only one of many criteria to be considered in the bid evaluation. See Bid Evaluation Section (Section VII).
5. Bidders are encouraged to include standard labor rate sheets in their bid for other available job descriptions (in addition to those listed in the Bid Form) that may be considered to fulfill other needs during the contract period.



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**BID FORM**

**PROJECT MANAGEMENT SERVICES for FEEDER UNDERGROUNDING PROJECTS**

<b>ITEM NO.</b>	<b>ESTIMATED QUANTITY (SEE NOTE 1)</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>DESCRIPTION</b>	<b>TOTAL COST</b>
1	400	Hours		Sr. Project Manager	
2	4000	Hours		On-Site Project Manager	
3	8000	Hours		On-Site Construction Manager	
4	8000	Hours		Project/Construction Engineer	
5	16000	Hours		Construction Inspector	
6	4000	Hours		QA/QC Engineer	
7	384	Hours		Safety Officer	
8	4000	Hours		Document Control/Admin	
9	800	Hours		Home Office Engineering Support	
10	1	LS		Mobilization	
11	1	LS		Demobilization	
12	5698	Days		Per Diem (per person per day)	
<b>TOTAL PROJECT COST (SUM ITEMS 1 thru 12)</b>					

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**NOTE 1:** WAPA reserves the right to adjust the estimated quantities in the BID FORM prior to award. The adjustments may be greater or less, depending on the anticipated project portfolio at the time of award.

**B. OFFER**

1. **Name of the Bidder:** \_\_\_\_\_

(Individual, Partnership, or Corporation, as case may be)

2. **Date of Offer:** \_\_\_\_\_

3. **The Virgin Islands Water and Power Authority**

4. Pursuant to and in compliance with the Request for Proposals and other Contract Documents relating to the following:

**Project Management Services for Feeder Underground Projects**

5. The undersigned, having carefully read, examined and having become familiar with the proposed project, scope of work, and local conditions affecting the performance and cost of the work at the proposed work-site; hereby, proposes and agrees to fully perform the work in accordance with the proposed contract documents. This includes furnishing all labor, materials, tools, supervision, equipment, and insurance necessary to complete said project in accordance with the contract documents.
6. The above-named Bidder affirms and declares that:
- a) *The Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid Proposal or in the Contract proposed to be entered into.*

- b) This Proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.*
- c) The Bidder is not in arrears to the Virgin Islands Water & Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Virgin Islands Water & Power Authority.*
- d) No officer, employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority currently is, shall be, or will become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, in the performance of the Contract, in the supplies, materials, equipment, work, or labor to which it relates, or in any portion of the profits thereof.*
- e) The Bidder has carefully examined the site of the work and, from his own investigations, has satisfied himself as to the nature and location of the work; the character, quality, and quantity of materials; 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 any way, affect the work or its performance.*
- f) All bids shall remain firm for a period of ninety (90) days following the opening bid date.*

*g) The undersigned, as Bidder, also declares that he has carefully examined and fully understands all the component parts of these Contract Documents and agrees that he will execute the Contract and furnish the required Performance Bond 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 lump sum bid price.*

**C. TOTAL BID PRICE: (from Bid Form)**

\$\_\_\_\_\_

Numbers

\_\_\_\_\_  
Words

1. The amount in Section C above shall be shown in both words and figures; and in the case of discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern. The Contractor must also completely fill out the Bid Form and the sum total indicated there must match the amount shown in Section D.
2. Interlineations, alteration or erasure may void the bid. The prices shall be typewritten or written by hand in ink.

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3. The payment schedule for completed work shall be based on the itemized unit prices as listed on the Bid Form and invoiced monthly. Payments will be made on a Net 30 schedule.

**D. ADDENDA**

1. Addendum No. \_\_\_\_\_
2. Addendum No. \_\_\_\_\_
3. Addendum No. \_\_\_\_\_
4. Addendum No. \_\_\_\_\_

*a) (Insert addendum (a) numbers and initial)*

*b) The Bidder certifies that the above addendum (a) has been received and that changes covered by the addendum (a) have been taken into account in the bid.*

**E. ACCEPTANCE**

1. This offer shall be open to acceptance for ninety (90) days from the date of bid opening.

**F. CONTRACT DURATION**

1. If this Bid is accepted, we will complete the Work in ( ) calendar days from Notice to Proceed.

**G. PRINCIPALS INVOLVED**

1. (If Bidder is a partnership, fill in the following blanks) Name of Partners
2. Partners Address (If Bidder is a corporation, fill in the following blanks)
3. Organized under the laws of the State of \_\_\_\_\_
4. Name and address of President \_\_\_\_\_
5. Name and address of Vice President \_\_\_\_\_
6. Name and address of Secretary \_\_\_\_\_
7. Name and address of Treasurer \_\_\_\_\_

**X. BIDDER’S QUESTIONNAIRE - Mandatory**

A. The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

**B. Please use additional sheets to answer the following questions.**

1. How many years has your organization been in business providing Project or Construction Management Services?
2. Have you ever failed to complete work in accordance with Contract Specifications or within the time limits of a Contract awarded to you? If so, where and why?
3. Provide a list of at least three (3) Consulting contracts your company has performed similar in nature to this scope of work. Supply project names, locations, how it applied to this job, contracted amount, completed amount, and contact person on the owner side for verification for each of the three (3) submittals.
4. Have you personally inspected the areas where Project Management Services are planned? St. Thomas? St. John? St. Croix? Describe any anticipated problems with the sites and your proposed solutions.
5. Will you subcontract out any part of this contract? If yes, what parts and who will be the subcontractor(s). Do you plan to employ local personnel or companies?
6. What equipment do you own that is available for the proposed work?
7. What equipment will you purchase for the proposed work?
8. What equipment will you rent for the proposed work?



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9. Have you included any exceptions with your proposal? If yes, please elaborate.
10. Have you included the professional resume of your intended Project Manager and other key staff with your proposal?
11. Please add any relevant information you believe is important to this Bid Questionnaire that has not been asked in a previous question?
12. The business is a Sole Proprietorship, Partnership, or Corporation? (circle one)
13. The address of principle place of business is \_\_\_\_\_
14. The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows: \_\_\_\_\_

**C. Bidder's Signature**

\_\_\_\_\_

END OF BID

## **XI. BID EVALUATION CRITERIA**

A. VIWAPA will evaluate quotations and select a supplier, at its discretion. A few criteria it may use, include, but are not limited to the following:

1. General company information.
2. Company management.
3. Quality, reputation and performance of supplier in a global environment. VIWAPA may request references, and an opportunity to verify information.
4. Thoroughness of quotation preparation.
5. Demonstrated excellence in service, support and warranties on a global basis.
6. Competitive pricing with the capacity to provide advance and locked global pricing as part of a very demanding marketing schedule.
7. Ability to deliver the requested services by the required dates.
8. Commitment for employing local (USVI) qualified personnel and companies.
9. Capability of shipper to identify all elements leading to understanding of the actual landed costs by region/country and establish lead-time and fulfillment objectives.

### **B. Selection Criteria**

1. Solicitation responses shall be consistently evaluated and scored in accordance with the criteria detailed in the table below:

**BID EVALUATION TEMPLATE**



**Project:** Feeder Undergrounding PMS  
RFP

**Project Number:**

**Date:**

<b>Evaluation Criteria</b>	<b>Weight (100)</b>
<b>1. Experience/Ability to Perform Work</b>	20
<b>2. Compliance with Contract Drawings &amp; Specifications</b>	20
<b>3. Time for Performance/Delivery</b>	20
<b>4. Cost</b>	20
5. Financial Strength	10
6. Reputation of Company	10
	<b>Total</b> 100