

VIRGIN ISLANDS WATER AND POWER AUTHORITY



PR-22-16

**REQUEST FOR PROPOSAL FOR THE PROVISION OF CEMS
MAINTENANCE/AUDIT SERVICES LOCATED AT THE ESTATE RICHMOND &
RANDOLPH HARLEY GENERATING FACILITIES**

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REQUEST FOR PROPOSAL FOR CEMS MAINTENANCE/AUDIT SERVICES LOCATED AT THE ESTATE RICHMOND & RANDOLPH HARLEY FACILITIES

I. GENERAL

The Virgin Islands Water and Power Authority (WAPA) is required to continuously monitor stack gas emissions as part of its air permit for four combustion gas turbines on St. Thomas and four combustion gas turbines on St. Croix. Data is currently being measured with EPA approved reference instruments and the data are logged continuously. All probes and sample/calibration lines are functioning properly and all meet the Performance Specification Testing requirements.

This Request for Proposal (RFP) is specifically for the replacement of the Data Acquisition and Handling System (DAHS) software. WAPA desires to replace the current DAHS with a more user friendly system that has open source software to facilitate program logic changes and allows the user to perform system updates on a regular basis for such items as:

- updating EPA-approved minimum water to fuel ratios used to establish compliance;
- providing customized reports involving any parameter measured;
- developing user-designed programs for analyzing data such as trends for forecasting; and
- Having the ability to easily switch to a designated spare set of monitors and continue to record data with minimal downtime.

The Bidder/Contractor that WAPA selects will be required to support the DAHS software continuously. This support task can be completed remotely. As part of this contract, WAPA is requiring the Bidder/Contractor to service the monitors four (4) times per year and conduct Cylinder Gas Audits (CGAs) on three of the visits. Conducting once yearly RATAs is an optional service under this contract. Other periodic site visits for additional servicing of the monitors may be required and will be handled on a time and materials basis.

II. SCOPE OF WORK

WAPA owns all monitors, computers and hardware that constitute the current system. A list of all of the CEMS equipment and models for each island are located in Attachment A to this RFP. Attachment B contains a schematic diagram of the interface of monitors, controllers and computers. Attachment C contains information on the computer hardware at the sites. The Bidder/Contractor is encouraged to use this hardware for the installation of the new DAHS software.

There are two complete spare monitoring sets (NO_x, CO, and O₂) located at each island in the monitoring trailers. The redundancy is needed for WAPA to meet the data recovery requirements of its permits. The Bidder/Contractor will be required to maintain

all CEMS equipment in order to meet the 90% data recovery requirement. When a monitor fails, WAPA switches to its spare and will call for servicing of the failed monitor. The Bidder/Contractor will be expected to repair the monitor in order to meet the data recovery requirement.

The Bidder/Contractor shall make software changes to the system to track LPG usage in addition to the fuel oil usage at each unit. The LPG usage will be obtained from a separate system operated by the propane supplier, who will provide WAPA electronic access to the measured quantities which will either be measured in cubic feet or in pounds. LPG usage will have to be converted to pounds to calculate the water/fuel ratios. Changes are also needed to accumulate mass emissions in pounds per hour and tons per month as computed by the NOx and CO monitoring systems for each unit. Displays should also be capable of adding in LPG usage and computing water/fuel mass ratios for either fuel burned or the combination of the two fuels burned, which could occur simultaneously.

The Bidder/Contractor will be required to maintain the spare parts inventory. Routine checks shall be made of the inventory and parts ordered and replenished in a timely fashion. Based on WAPA's prior experience, parts replacements are about \$50,000 per year. The bidder should budget this amount in his proposal. Any overage would be handled by a contract amendment.

The DAHS shall provide for automatic data acquisition, data processing, report generation, graphical display of data, printing and storing reports in electronic format, e-mail transmission of reports and alarms, archival storage of data, and remote access to the system by network connection or modem. The DAHS functional configurations and programming shall be stored in non-volatile memory. System integrity shall be maintained without user intervention in the event of a temporary loss of power. At a minimum, the DAHS shall have the following capabilities:

a. Operating system

- 1) Operate on a user-friendly Windows-based platform (Windows 7 or later), allowing for easy sharing of data with common Microsoft software products including Word®, Excel®, and Access®.
- 2) Offer a compliance report package that supports 40 CFR Part 60, 40 CFR Part 75, and 40 CFR Part 98 and can generate reports required for Federal XML EDR, State, and user-selected reports.
- 3) Use a SQL (Microsoft) database.
- 4) Generate CGA reports, summary reports, detailed reports, daily gas summaries, daily calibrations, alarm summaries, and user-configurable reports.
- 5) Generate plant reports.
- 6) Allow authorized operators to edit data, reason codes, and corrective actions using a user-friendly editing program that allows for filtering and block-editing of the data.

- 7) Allow authorized operators to log out of service, out of control, and off-line status.
- 8) Allow authorized operators to create assorted graphical displays of real time or historical data, user-configurable menus, and predefined screens.
- 9) Allow authorized operators to archive data automatically or on demand.
- 10) Offer password protection on multiple levels.
- 11) Be capable of interfacing and communicating with workstations via the LAN/WAN and have remote access and TCP/IP based Ethernet capability.
- 12) Allow expansion to accommodate revised regulations, permit changes and/or measurement/calculation requirements.
- 13) Allow expansion and interfacing capabilities to accommodate additional CEMS/COMS.
- 14) Be capable of transmitting alarm messages and reports via Microsoft Exchange®, e-mail server or equivalent.

b. System controllers and interface to monitors

The CEMS/COMS shall interface with the DAHS and be controlled from an Ethernet-based Allen Bradley programmable logic controller (PLC), which is part of the existing system. The PLC/DAHS shall be capable of automatic data storage and automatic retrieval in the event of an interruption of communications between the DAHS and PLC for at least 4,320 minutes (three days). The PLC shall pass one-minute data to the DAHS. The DAHS shall maintain the one-minute data in databases from which higher averages are computed and stored. The DAHS shall compute all data averages greater than one-minute as soon as data becomes available.

c. Services and support

1) Installation and startup

- a) The Bidder/Contractor shall be responsible for making the necessary preparations and having adequate staff on-site during the startup.
- b) The Bidder/Contractor shall perform start up and verify correct operation of all equipment supplied for this proposal. The Bidder/Contractor shall conduct a site acceptance test and provide documentation indicating that each system has been tested for engineering quality and environmental regulatory compliance. This shall include but not be limited to:
 - (1) Proof of formula verification;
 - (2) Proof of data collection during power interruptions;
 - (3) Import of existing and modified monitoring plans;
 - (4) Import of no less than four years' existing electronic data reports (EDRs);
 - (5) Proof of test EDR export and submittal;

- (6) Proof of EDR feedback, indicative of critique and score, using the most current version of the EPA's MDC software;
 - (7) Detailed documentation of each DAHS configuration and formulae; and
 - (8) Proof of appropriate media backup scheme and operation, with recommendations and advice toward DAHS backup and/or archiving.
- c) Installation and configuration shall include the transfer of historical emissions data and reports to data storage media that is accessible by the DAHS operator. The historical data shall include the preceding 48 months of emissions and monitoring data, four years of electronic data reports (EDR), and any other data, reports, or programs necessary to meet regulatory requirements. The preceding 12 months of emissions data and EDRs shall be located on the server for immediate access.
- 2) System support
 - a) Provide warranty for 12 months after site acceptance test completion. During this time, software defects, deficiencies, repairs, or replacements shall become the sole responsibility and liability of the Bidder/Contractor.
 - b) Provide telephone support (for hardware and software).
 - c) Prepare and provide project documentation, as-built drawings and any Operation and Maintenance (O&M) manuals necessary to safely test, operate and maintain the DAHS (one hard copy and two electronic versions of O&M manuals).
 - d) Provide one DAHS and Basic EDR training session for up to six (6) of the owner's technicians. Training shall be for a minimum of six classroom hours and cover the operation of the DAHS and EDR preparation methodology.
- 3) On-site support
 - a) Provide quarterly maintenance and servicing of all monitors including all spares during the first two weeks of the second month of each quarter and perform CGAs for all CEMS during three of those service calls.
 - b) Provide other optional maintenance and other services and support as needed on a time and expense basis. Such services may include special maintenance servicing (other than the quarterly service calls), development of customized software for specific needs and relocation of hardware.
 - c) As an option to these field services, provide a cost for having a CEMS technician on-site for one month, dividing his time between islands. The firm fixed price cost must include all housing, meals and other travel costs including two inter-island round trips to service the monitors.
 - d) As an option to these field services, provide a firm fixed price cost to complete annual RATAs on four sets of CEMS in St. Croix and three

sets of CEMS in St. Thomas. These costs must be all inclusive and include manpower, travel, calibration gases, international/mainland shipping (customs, handling fees, etc.) and inter-island shipping.

III. PROPOSAL REQUIREMENTS

This contract will be for a three-year period.

The Bidder/Contractor shall provide a firm fixed price cost for the installation of the new DAHS and the other technical field services listed in the DAHS Specifications in RFP Section II above.

The proposal shall provide a cost estimate and a rate schedule for the optional services identified above.

The proposal shall define all costs for continued support such as licensing fees and annual maintenance fees for the DAHS.

The Bidder/Contractor shall obtain a performance bond that is in accordance with the Authority's contract terms and conditions. This will serve as a guarantee that the work required under this contract will be conducted in a timely manner since WAPA is operating under EPA Consent Decrees and will pay penalties for any missed dates for testing or reporting.

IV. PROJECT SCHEDULE

- a. Proposals must be received by XXXX.
- b. WAPA will evaluate proposals, select the Bidder/Contractor and then seek Board approval to award the contract by XXXX.
- c. WAPA intends to award the contract by XXXX.
- d. The Bidder/Contractor shall complete all field installations and make the DAHS operational by XXXX.

V. PROJECT CONTACT

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

Madeline Stevens Webster
Manager, Contracts
Virgin Islands Water & Power Authority
9720 Estate Thomas
P.O. Box 1450
St. Thomas, VI 00804
Contractservices@viwapa.vi

VI. QUALIFICATIONS

The Bidder/Contractor shall submit qualifications and past work history statements to verify the company's past and ongoing compliance with EPA requirements. Additionally, the Bidder/Contractor must provide documentation to support its past and ongoing satisfactory compliance with environmental requirements, to include, any state or local certifications. The on-site personnel qualifications must be include in the bid submittal. All documentation mentioned herein must include with the bid submittal.

VII. PROHIBITION ON 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, upon contract execution, present the Authority documented evidence from IRB or other Virgin Islands Government Department establishing 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 that is subject to the payment of gross receipt taxes under the law, to 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 for the supply of equipment, supplies, materials or parts which may/will become the property of the Authority, where the equipment, supplies etc. are subject to custom duties and/or excise taxes, the Authority will accept consignment of the equipment, materials, supplies or parts at a port other than the Virgin Islands; provided, however that the Bidder, must retain the risk of loss, expressly state the terms of such consignment, the cost of transportation or shipment from such foreign port and provides insurance against loss or damage in the amount of 120% of the value of the item(s) is provided for the benefit of the Authority. In such instance the custom duties and other taxes related to importation of the materials and equipment will not apply.

VIII. BUSINESS LICENSE

Bidders 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.

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.

IX. INSURANCE:

The Bidder is required to obtain and maintain in effect the following insurance coverage pursuant to Clause 20 of the General Contract Terms or Clause 14 of the Professional General Contract Terms, whichever terms are applicable. In addition, the Bidder shall submit proof of insurance coverage to the Manager of Contract Administration upon award of the Contract. **Defense costs in all primary liability policies shall be "outside the limit", i.e., the full policy limits are for the payment of damages.** Failure to provide the required insurance as requested shall be grounds to rescind the Contract.

1. The Contractor shall at his expense before any work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the

following insurance in force on the part of the Work to be performed in the Virgin Islands

The minimum insurance requirements are:

- a. Workmen's Compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of the work in accordance with the statutory requirements of or applicable to the Virgin Islands.
 - b. Comprehensive General Liability including:
Premises-Operations
Independent Bidder/Contract
Products and Completed Operations
Broad Form Property Damage
Contractual Liability
Explosions and Collapse Hazard
Underground Hazard
Personal Injury with Employment Exclusion deleted
 - (i) Public Liability per person and per accident (not in the aggregate) \$2,000,000.00
 - (ii) Excess liability, Property Damage and Bodily Damage per accident (not in the aggregate) \$2,000,000.00
 - c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not aggregate) \$2,000,000.00
 - (ii) Property Damage (per accident) (not in the aggregate) \$100,000.00
 - d. All Risk Builder's Insurance covering losses or damage to equipment and materials for incorporation in or use in the work delivered to the Virgin Islands, and the damage to the work itself, in an amount equivalent to the Contract price rounded upwards to the nearest \$50,000.00
 - e. When applicable, Project Specific Engineers, Architects, and/or other Design Professional Negligent Acts, Errors and Omission Liability Insurance in an amount of not less than \$_____ shall be procured for the project.
2. The Certificates thus required shall provide that sixty (60) days written notice shall be given to the Authority prior to cancellation of any policy. Work shall not proceed in the Virgin Islands until such certificates or letters of coverage are in the possession of and approved by the Authority. The Contractor shall name the Authority as an additional insured, as its interest may appear on all

insurance policies obtained or maintained by Contractor pertaining to the part of the Work to be performed in the Virgin Islands.

3. Policy must include a Hold Harmless Agreement in the General Liability section.
4. Products and completed operations coverage shall be maintained for a minimum period of one year after final payment.
5. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 60 days written notice prior to cancellation or non-renewal. In the event the Contractor's insurance policy expires, or is cancelled prior to the completion of the work of expiration of the contract, the Contractor shall provide the Authority with a commensurate replacement policy before the policy's effective date of expiration. If the Contractor does not provide the replacement policy, the Contractor shall be deemed in default pursuant to Clause 12 of the General Contract Terms.

X. EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:

For work involving "public works projects" (i.e. construction, improvement, alteration, or repair of any building, water system, sewer system, road, highway or bridge), contractors and subcontractors must comply with the requirements of 31 VIC §§ 271 and 272 which mandates that all public works projects let by the Government of the Virgin Islands (to include its agencies and instrumentalities), excluding those contracts that use federal funds, shall hire only United States Virgin Islands residents. Residents for the purposes of the statute is defined at 31 VIC § 270 (b) (1) (A) (B) as a person who:

- (A) is a citizen of the United States and or other person legally admitted as a permanent resident to the United States ; and
- (B) has been a bona fide resident of the United State Virgin Islands for a period of at least one (1) year.

Contractors and subcontractors on any public works project, before employing any person not a resident of the Virgin Islands, shall notify the Virgin Islands Employment Services. Bidders are urged to obtain and review the requirements of this law, and shall ensure that all subcontracts include language containing this requirement.

In addition, 24 VIC §126 requires the following preference for resident workers (i.e., any person capable of performing services or labor and who is a citizen of the United States or an immigrant alien admitted to the United States for permanent residence under the provision of the Immigration and Nationality Act as amended):

Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified workers. No resident workers shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing

contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment services to obtain workers before issuing clearance certification for alien workers.

Further, in accordance with 27 VIC § 303b any individual or company, having a business license in the Territory, is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Contractors and its subcontractors are required to comply with this requirement and are urged to obtain and review the requirements of this law. Contractors shall ensure that all subcontracts include language containing this requirement.

Information or guidance on the legal requirements referenced herein can be obtained from the Virgin Islands Department of Labor, which can be contacted at 340-776-3700.

A finding by the Department of Labor that a Contractor or its Subcontractor(s) has not complied with the legal requirements contained herein may be grounds for termination of the contract. Further, said finding shall be a consideration in the award of future contracts with the Virgin Islands Water and Power Authority.

XI. 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 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.

XII. CONFIDENTIALITY

Bidders 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.

XIII. 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.

XIV. 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 become familiar with and adhere to the policies and practices of the Authority regarding the discharge or spilling of oil, petroleum products, and any other policies applicable to the work as determined by the Authority.

In addition 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 on the Authority's premises or work sites.

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

(NOTE: Where CZM, EPA or Army Corps of Engineers Permit(s) have been obtained they shall be specifically referenced and Bidder/Contractor shall be required to perform the work in compliance with such permits.)

XV. PROFESSIONAL GENERAL CONTRACT TERMS

Please see attached General contract terms and conditions

VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS

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VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term "Work" shall mean all work described in the Specifications or request for Proposal, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these Professional General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 10 hereof).

b. The term "**Specifications**" shall mean the detailed description of, and requirements for, work to be performed, including all plans and drawings, which are a part of the Specifications.

c. The term "**Authority**" shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term "Contractor" shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his legal personal representatives, successors, and assigns.

e. The term "Contract" shall mean the written agreement between the Authority and the Contractor.

f. The term "Site" shall mean the area within which the facility is to be constructed and/or installed.

g. The term "Contracting Officer" shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR.

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work

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includes all necessary services, the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, except as otherwise provided. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder.

c. Any provisions of the Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

d. All services performed or materials provided by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.

e. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. Contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, Omissions or other deficiencies in the services.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from

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the Authority and to complete it no later than the Contract completion date.

b. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor or any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

c. The Contract completion date shall be the completion date specified on the Bid Form, or the Contract, unless the Contractor has designated an acceptable later date, except as such completion date may be extended under Clause 10 or 13 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

Contractor shall comply with all Federal and environmental ordinances, codes or regulations, which apply to performance of the Work. Contractor shall secure, at its own expense, all necessary licenses, permits and certificates necessary to perform the Contractor's Work.

5. ACCESS TO WORK IN PROGRESS

The work shall be performed at the site or in the Contractor's office or at a location mutually satisfactory to both parties and such location shall not be changed without approval of the Project Coordinator. The Project Coordinator shall have access during normal working hours where the Work is performed and to all of the drawings, specifications, data, calculations, models, test results and specimens, documents and any other matter related to the Work.

6. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor shall prepare monthly progress reports of the Work. When requested by the Authority, the Contractor shall furnish the underlying documents used in

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the preparation of any progress report including estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules: Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Authority may be provided access to such documents instead.

7. CHANGES

The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract. The changes shall not be put into effect, nor shall any work proceed until ordered in writing by the Contracting Officer. Contractor's actions in proceeding with the changes to the Scope of Work without first securing written authorization from the contracting officer shall result in a legal presumption that shall be prima facie that Contractor is not entitled to additional compensation.

Compensation, for changes to the Scope of Work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders. Provided however, that disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

B. SUSPENSION OR INTERRUPTION OF WORK

a. The Contracting Officer may order in writing the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.

b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of

suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such suspension or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the Work had not been so suspended or interrupted.

c. Paragraph b, above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

9. A. TERMINATION FOR DEFAULT

a. If the Contractor shall commit a material breach or default of any of its covenants or obligations under Contract and shall fail to commence to remedy the same within ten (10) days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within forty-five (45) days after such written notice, the Authority may terminate by further written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event the Authority may take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any excess cost occasioned the Authority thereby, and for liquidation damages for delays as fixed in Clause 10 hereof, until such reasonable time as may be required for the final, completion of the Work. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Site and necessary therefor.

b. The Authority may terminate this Agreement, in whole or in part at any time and due to any circumstance and without serving prior notices. If the Agreement is so terminated, Contractor shall be paid for all services performed to the date of termination including all expenses, but shall not be paid for the loss of profit or contributions to overhead of Work not performed by Contractor. Any progress payments made to Contractor shall be credited toward any termination payment due. Such termination payment will constitute Contractor's full

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compensation, which it is entitled to under this Agreement.

c. Upon receipt of a termination notice, Contractor shall: (a) promptly discontinue all service to the extent directed; and (b) deliver or otherwise make available to the Authority all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by Contractor in performing this Agreement, whether completed or in progress.

B. TERMINATION FOR CONVENIENCE

- (a) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
 - iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority

10. DELAYS AND DAMAGES

- a. The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal

Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority, fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further, that the contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

b. If the Contractor should fail to meet the Contract completion date, for any cause other excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority and shall be assessed liquidated damages and not as a penalty in the amount \$ subject to a maximum of liquidated damages not greater than

c. The Authority reserves the right under this clause to forego its claim for liquidated damages for delays and to sue for actual damages incurred as a result of such delays.

11. CONTRACT PRICE

The Work shall be performed for the Contractor's lump sum contract price. This Contract price shall be subject to change only in accordance with Clause 12 hereof and shall be inclusive of all freight, duties, fees, and levies, and all taxes imposed with respect to the performance of the Work.

12. TERMS OF PAYMENT

Payments will be in accordance with the following:

a. If progress payments are desired, the Contractor shall within sixty-five calendar days after award of Contract, submit to the Contracting Officer a breakdown list of major components or areas of Work under the Contract. The total number of increments of Work shall not exceed 12. Each increments of Work shall equal the Contract price.

b. Progress payments will be made within thirty (30 days after the issuance by the Contractor of an itemized and duly certified invoice based upon

itemized and duly certified invoice based upon completion of each increment of Work as listed under paragraph (b-ii) hereof; and the issuance of a certificate of acceptance for the Project Coordinator.

c. In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Work: Provided, however, that the Contracting Officer at any time after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full.

d. All material and work covered by partial payments made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Authority to require the fulfillment of all the terms of

the Contract.

2. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

The obligation of the Authority to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to (i) workmanship, (ii) any claims which the Authority may have against the Contractor and (iii) satisfaction of payment obligations to subcontractors or third party's making claims against Contractor with regard to the performance of the Scope of Work. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Authority upon demand.

3. Upon Presentation of a request for payment Contractor shall provide a statement of payments, made or owed to all subcontractor(s), which statement shall be independently verified by the subcontractor(s). The Authority reserves the right to withhold payments to Contractors that fail to satisfy subcontractor claim(s).

13. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all federal state, territorial and local laws, codes, orders and regulations.

b. Should any amendments or additions to territorial laws, codes, orders or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Specifications so as to increase the Contract price OE extend, the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 7 hereof.

14. INSURANCE

1. The Contractor shall at his expense before any Work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the Work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on that part of the work to be performed in the Virgin Islands.

- a. Workmen's compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of Work in accordance with the statutory requirements of or applicable to the Virgin Islands.
- b. Comprehensive General Liability Insurance including:
 - Premises-Operations
 - Independent Bidder/Contract
 - Products and completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Explosions and collapse Hazard
 - Underground Hazard
 - Personal Injury with Employment Exclusion
 - deleted
 - (i) Public Liability per person and per accident (not in the aggregate) \$1,000,000.00
 - (ii) Excess liability
 - Property Damage and Bodily Damage
 - per accident (not in the aggregate)
\$1,000,000.00
- c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not in the aggregate) ...

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\$1,000,000.00

(ii) Property Damage (per accident) (not
in the aggregate)\$100,000.00

- d. when applicable, Project Specific
Engineers, Architects, and/or other
Design Professionals Negligent Acts,
Errors and Omission Liability Insurance in
an amount of not less than shall be procured
for the project.

2. The Certificates thus required shall
provide that sixty (60) days written notice shall be given to
the Authority prior to cancellation of any policy. Work
shall not proceed in the Virgin Islands until such
certificates or Letters of coverage are in the
possession of and approved by the Authority. The
Contractor shall name the Authority as an additional
assured, as its interest may appear on all insurance
policies.

3. Policy must include a Hold Harmless Agreement in
the General Liability section.

4. Products and completed operations coverage
shall be maintained for a minimum period of one year after
final payment.

5. Each listed policy shall be endorsed to reflect
the company's obligation to provide the addressee 60
days written notice prior to cancellation or non-
renewal. In the event the Contractor's insurance
policy expires, or is canceled prior to the expiration
of the Contract, the Contractor shall provide the
Authority with a commensurate replacement policy before
the expiration. If the Contractor does not provide the
replacement policy, the Contractor shall be deemed to be
in default pursuant to paragraph 12.

6. All policies of insurance shall contain by
endorsement, a copy of Paragraph 16 herein, with
certification that such policy or policies are in
compliance therewith.

15. PERFORMANCE BOND

1. The Contractor shall furnish a performance bond in
accordance with following table:

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\$0	to	\$1,000,000	- 100% of contract value
\$1,000,000	to	5,000,000	- Not less than 80% of contract
\$5,000,000	to	10,000,000	- Not less than 60% of contract
\$10,000,000	to	25,000,000	- Not less than 50% of contract
\$25,000,000	and Over		- \$10,000,000.00

Bonds in amounts of \$1,000 or less will be in multiples of \$100 and in amounts exceeding \$5,000 in multiples of \$1,000: Provided that the amount of the bond shall be fixed by the Authority at the lowest sum that fulfills all conditions of the Contract.

a. The surety on any bond furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands. (See Treasury Department Circular 570 sated June 1 1965.)

b. If any surety becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Authority and of persons supplying labor or materials in the prosecution of the Work.

16. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any

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other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents or invitees, or the Contractor's subcontractors, subcontractor employees, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract. (c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to the Authority to contribute to any settlement so long as the demand is within Contractor's insurance policy limits.

17. RIGHT TO AUDIT

- a. The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements; back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.
- b. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
- c. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
- d. The Authority reserves the right to audit any

records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.

- e. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
- f. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
- g. The contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit
- h. The contractor shall provide adequate work space and access h to photocopy machines.
- i. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

18. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bone fide employees. For breach or violation of this warranty the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. GRATUITIES

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the Authority, after notice and hearing, that gratuities (in

the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to paragraph a, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Authority under this under provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

20. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

21. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

22. GOVERNING LAW

The laws of the Virgin Islands shall govern the interpretation and construction of the Contract to the extent applicable, otherwise the laws of the State of New York shall be governing. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

23. EFFECTIVE DATE

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

24. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

25. RECORDS AND ACCOUNTS

Contractor shall maintain good accounting and personnel records reflecting performance of the Work and shall preserve such records for a period of five (5) years after final payment.

The Authority's Project Coordinator shall have the right to inspect and audit such part of the records as related to the cost reimbursement or performance of labor related provisions. Such audit may also cover Contractor's procedures and controls with respect to the cost of the Work. Contractor shall assist in making the above audits.

Copies of documents and records supporting requests for payment or compliance with labor related provisions shall be furnished at such times as the Authority request the same.

All invoices, financial statements, reports, billings, and other documents which Contractor keeps or provides to the Authority shall be complete and accurate and shall properly reflect the facts about all activities and transactions to which they relate. Contractor warrants that

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the Authority. may rely on such documents for all purposes.

26. OTHER REQUIREMENTS

All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor

pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor to retain one reproducible copy of these documents generated by Contractor.

Contractor shall remove from the Work any person assigned thereto who is deemed by the Authority to be objectionable and shall indemnify and hold harmless the Authority regarding any claim arising out of such action. Contractor shall not remove or reassign its Project Manager in charge of the Work or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by Contractor.

27. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is art offense under Virgin Islands law.

28. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

ATTACHMENT A
LIST OF EQUIPMENT

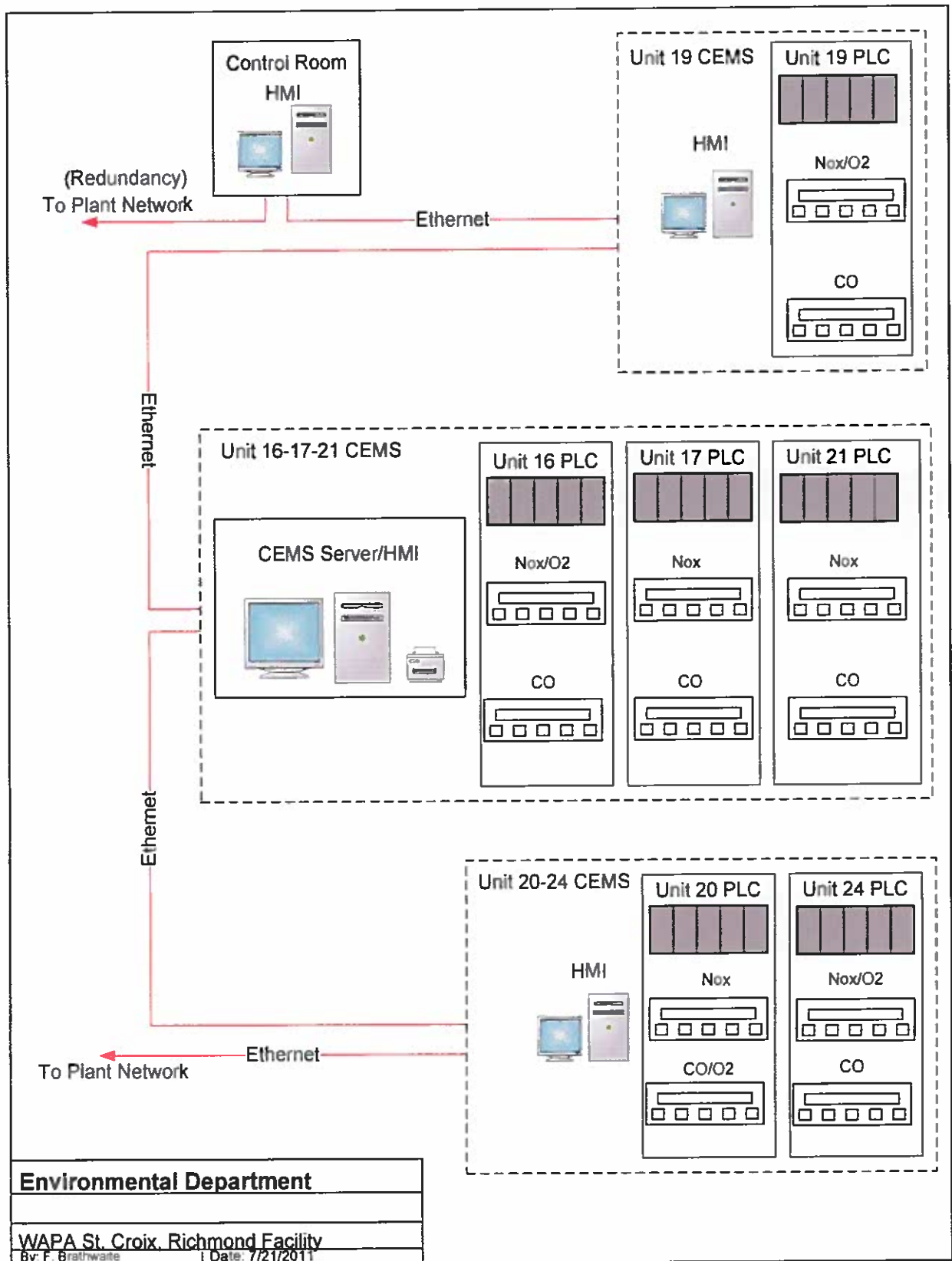
St. Croix Analyzers

Opacity Monitors	6	LightHawk 560		
NOx-O2	2	TML-41-M-O2	Sensor e	
CO-O2	3	TML-30-M	Sensor e	
CO	3	TML-30-M	Sensor e	1 used for Parts
NOx	4	TML-41-M	Sensor e	1 used for Parts

St. Thomas Analyzers

NOx-O2	3	TML-41-M-O2	Sensor e
CO-O2	2	T300	
CO	3	TML-30-M	Sensor e
NOx	2	T200M	

ATTACHMENT B
CEMS STAND ALONE NETWORK



ATTACHMENT C
COMPUTER SPECIFICATIONS

System

Control Panel > System and Security > System

Search Control Panel

Control Panel Home

Device Manager

Remote settings

Advanced system settings

View basic information about your computer

Windows edition

Windows Server 2008 R2 Standard

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Service Pack 1

System

Processor: Intel(R) Core(TM) i5-2400 CPU @ 3.10GHz 3.09 GHz

Installed memory (RAM): 4.00 GB

System type: 64-bit Operating System

Pen and Touch: No Pen or Touch Input is available for this Display

Computer name, domain, and workgroup settings

Computer name: QASSTXEMPT1

Full computer name: QASSTXEMPT1

Computer description:

Workgroup: QAS

Change settings

Windows activation

Windows is activated

Product ID: 00477-OEM-8421481-60955

Change product key

See also

Action Center

Windows Update

genuine Microsoft software

Learn more online...