
VIRGIN ISLANDS WATER AND POWER AUTHORITY

**INVITATION FOR BID
TO PROVIDE SECURITY GUARD SERVICES FOR
ST. THOMAS, ST. JOHN, AND ST. CROIX DISTRICTS**



IB -02 - 21

Prepared by:
SECURITY SERVICES
VIRGIN ISLANDS WATER AND POWER AUTHORITY

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INSTRUCTIONS AND SPECIFICATIONS:

The Virgin Islands Water and Power Authority (herein after the Authority or WAPA) is soliciting bids for armed and unarmed security guards services.

St. Croix eight (8) posts:

1. Richmond Power Plant ((3) posts (twenty-four (24) hours service) seven (7) days a week)
2. Sunny Isle Business Office ((2) posts 7:30 am to 7:00 pm (eleven and one half (11 ½) hours service) Monday through Friday, except holidays)
3. Estate Glynn Garage ((1) post 4:00 pm to 8:00 am (sixteen (16) hours service) Monday through Friday and twenty-four (24) hours service on Saturdays, Sundays and holidays)
4. Estate Glynn Slob ((1) post twenty-four (24) hours service, seven (7) days a week)
5. Aggreko site entrance ((1) post twenty-four (24) hours service, seven (7) days a week)

St. Thomas eight (8) posts:

1. R. Harley Power Plant ((3) posts twenty-four (24) hours service, seven (7) days a week)
2. Business Office ((2) posts 7:30 am to 6:00 pm (ten and one half (10 ½) hours service) Monday through Friday, except holidays)
3. Business Office Parking lot ((1) post 7:30 am to 6:00 pm (ten and one half (10 ½) hours service) Monday through Friday, except holidays)

4. St. Thomas Water Distribution ((1) post twenty-four (24) hours service, seven (7) days a week)
5. Line Department (Bolongo) ((1) post twenty-four (24) hours service, seven (7) days a week)

St. John two (2) posts:

1. St. John 7J Generation Yard ((1) post 4:00 pm to 8:00 am (sixteen (16) hours service) Sunday through Saturday)
2. St. John Business Office ((1) post 8:00 am to 5:00 pm nine (9) hours service) Monday through Friday, except holidays)

The service for St. Thomas, St. John and St. Croix shall be for a term of 24 months with an option to extend for an additional 12 months. Business Offices are closed on Saturdays and Sundays.

USE OF FORCE POLICY

Security Company must provide the Authority with a Use of Force Policy.

In addition to the specifications and information contained herein, specific questions will be answered if inquiry is made in writing prior to the opening of the bid. All questions and answers will be made available to all who have expressed an interest by requesting a bid package.

The Virgin Islands Water and Power Authority reserve the right to accept or reject any or all bids and to waive any informality and/or technicality of the bids.

Each bid shall conform to the requirements contained in the instruction to bidders and shall be submitted upon the Bid Form provided herein. Bidders submitting proposals must

indicate that their bids are presented to provide security guard services at the St. Croix Power Plant, St. Croix Business Office, Estate Glynn Garage, Chabert Beach, St. Thomas Power Plant, St. Water Distribution, St. Thomas Business Office, St. John Power Plant and St. John Business Office.

LEGAL REQUIREMENTS:

1. ALL BID RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S BID REQUEST AND THE AUTHORITY'S PROFESSIONAL GENERAL CONTRACT TERMS. THOSE REQUIREMENTS IN THE IFB PERTAINING TO THE BIDDER'S RESPONSIBILITY FOR TAXES, INSURANCE, HIRING OF LOCAL WORKERS AND THE APPLICATION OF LIQUIDATED DAMAGES, ARE OF PARAMOUNT IMPORTANCE TO THE AUTHORITY AND SHALL APPLY, UNLESS EXPRESSLY WAIVED BY THE AUTHORITY.

THE BIDDER'S RESPONSE MUST EXPRESSLY STATE THE TERMS AND CONDITIONS OF THE AUTHORITY'S PROFESSIONAL GENERAL CONTRACT TERMS TO WHICH THE BIDDER TAKES EXCEPTION. UNLESS EXPRESSLY ACCEPTED BY THE AUTHORITY IN WRITING, NO EXCEPTION SHALL BE DEEMED ACCEPTED. THE AUTHORITY RESERVES THE RIGHT DEPENDING ON THE STATED EXCEPTION TO CONSIDER ANY PROPOSAL NON-RESPONSIVE AND NOT SUBJECT TO FURTHER CONSIDERATION.

ALL QUESTIONS AND INQUIRIES REGARDING ANY

MATTER AFFECTING THE BID OR RESPONSE MUST EXCLUSIVELY BE DIRECTED, IN WRITING, TO THE AUTHORITY'S MANAGER OF CONTRACT ADMINISTRATION, MS. DELORES DONOVAN.

2. ALL IFB's IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL REQUIREMENTS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A BID IN RESPONSE TO AN IFB AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH BID SHALL BE BORNE BY THE BIDDER. WHILE WAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN AN IFB, 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 IFB 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 IFB AT ANY TIME, TO ACCEPT OR REJECT ANY OR ALL BIDS FOR ANY REASON, TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN THE BID PROCESS OR ANY NONCONFORMANCE WITH THE REQUIREMENTS OF THE IFB, AND TO ENTER INTO FURTHER DISCUSSION OR INTERVIEWS WITH ANY ONE OR MORE BIDDERS.

GENERAL CONTRACT REQUIREMENTS:

The Authority's Professional General Contract Terms 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 nor 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 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; and
2. any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

In Contracts where the Bidder/Contractor will provide to the Authority, equipment, supplies, materials or parts (the "Materials") which are to become the property of the Authority and where such Materials are subject to custom duties and/or excise taxes ("Taxes"), those Taxes related to importation of the Materials will not apply if : (i) the Materials are consigned to the Authority at a port other than the Virgin Islands, (ii) such consignment provides that the Bidder/Contractor retains the risk of loss for the Materials until the scope of work of the contract is completed; (iii) the Bidder/Contractor provides insurance against loss or damage to the Materials in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

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

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 of a business license waiver shall be obtained by the Bidder and 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.

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 worksites.

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 or 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.

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 mandate that all public works projects led 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 States 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.

DRUG AND ALCOHOL TESTING FOR CONTRACTOR EMPLOYEES:

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

business locations, power generating, transmission and distribution, and potable water facilities, workplaces, worksites, and parking areas (hereinafter "Premises").

- Drugs are any drug or controlled substance which is not legally obtainable under both local and/or federal law, including but not limited to marijuana, opiates, PCP (phencyclidine), cocaine, heroin, amphetamines, barbiturates, benzodiazepines, narcotics, hallucinogens, inhalants, designer drugs, and/or any substances and/or paraphernalia that are prohibited by federal or local law.
- Unauthorized substances are over-the-counter or prescription drugs that are used, possessed, purchased, transferred, dispensed, or distributed in the manner outlined below:
 - a. prescription drugs that are not prescribed and/or prescribed on an invalid prescription;
 - b. prescription drugs that are prescribed at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
 - c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
 - d. over-the-counter or prescription drugs in a manner that contradicts the direction or instructions for use.
- Alcohol is defined as a colorless volatile flammable liquid that is produced by the natural fermentation of sugars and is the intoxicating constituent of wine, beer, spirits, and other drinks.

All Contractors (and their subcontractors or agents) that furnish temporary employees that work alongside WAPA employees or that are assigned to work at any WAPA worksite must have a Drug, Alcohol, and Unauthorized Substance Testing Policy for their respective employees, which policy shall include reasonable suspicion and post-accident testing. In the event a Contractor, its agent or subcontractor, does not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Contractor, its agent or its subcontractor, shall apply the Authority's Drug, Alcohol, and Unauthorized Substance Policy, approved April 26, 2016, and shall confirm

in writing, to the Authority's Project Manager, within ten (10) work days after the effective date of the contract, that its employees, and employees of its agents or subcontractors, have been notified of and instructed on the Authority's Policy requirements. Failure by the Contractor, or its agent, or subcontractor to have a Drug, Alcohol, or Unauthorized Substance Testing Policy and to present evidence of such upon contract execution, or to agree to use the Authority's policy in the event they do not have a policy of their own; or to verify in writing their employees have been trained on the Authority's policy may be grounds to rescind the contract award or terminate the contract.

The Authority reserves the right to notify the Contractor if the Authority suspects that the Contractor's employee, agent or subcontractor employee is in violation of the Contract or the Authority's Drug, Alcohol, and Unauthorized Substance Policy. If notified, the Contractor shall immediately invoke reasonable suspicion or post-accident testing. The Contractor shall provide the Authority with a written report advising of the results of the testing, its investigation into the Authority's complaint and the status of the employee involved in the investigation. Any Contractor employee, or employee of a subcontractor or agent, that fails a drug, alcohol, or substance abuse test shall not be allowed to return to the Authority's Premises until the Contractor provides written verification to the Authority that the employee has passed a subsequent test and is appropriately rehabilitated. Provided however, that the Authority may require the removal from the jobsite of any employee of a Contractor or subcontractor or agent if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

A copy of the Contractor, Subcontractor or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

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.

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.

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.

1. JOB DESCRIPTION

CLASS TITLE: Security Guard

The security guard is under general supervision of the Authority's Security Manager and is responsible for securing WAPA's facilities, its equipment and personnel. Also, the security guard shall follow all regulations of WAPA Security General Orders and perform related work as required. Conduct temperature screening of all persons entering facilities.

MINIMUM QUALIFICATIONS:

Education and Experience: Completion of high school, three years of experience in security work, two years of military, police, National Guard training, or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL:

All guards must:

1. Have a general knowledge of security procedures;
2. Must be in good physical and mental condition;
3. Have the ability to recognize problems and recommend solution;
4. Have the ability to prepare concise and legible written reports; and
5. Possess the ability to follow instructions.

2. **BID FORM**

Every bid must be made upon the bid form provided in this bid package and all documents submitted shall comply with the requirements specified. The full name and address of every person, firm, partnership, or corporation interested in the proposal must accompany the bidder's completed questionnaire form and other required documents.

BID FORM

This bid is offered for the following sites:

Richmond Power Plant, St. Croix Business Office (Sunny Isle), Estate Glynn Garage, Estate Glenn Slob, Aggreko Site Entrance, Water Management, Harley Power Plant, St. Thomas Business Office, St. Thomas Business Office Parking, St. Thomas Water Distribution, Bolongo, St. John Power Plant and St. John Business Office.

(1) St. Croix only: Yes ____ No ____

(2) St. Thomas & St. John only: Yes ____ No ____

(3) St. Croix, St. Thomas, and St. John: Yes ____

Hourly Rate (Armed): _____

Hourly Rate (Unarmed): _____

The terms, conditions, and specifications as contained in the instructions and specifications are hereby accepted. The Authority reserves the right to reject all bids. The Authority shall give due consideration to all relevant information requested and provided. Any bid which is incomplete or obscure may be cause for rejection of bid as unresponsive.

Signature

Title

Date

3. **PREPARATION OF BID**

Bids must be printed in ink or typewritten on the furnished Bid Form. Submission in pencil will be rejected. Bids containing alterations or erasures will be rejected, unless the alterations or erasures are crossed out and the corrections are printed in ink or typewritten and adjacent thereto is initialed by the person signing the bid. In addition, a statement must be furnished with the bid signed by the bidder, explaining the corrections, alterations or erasures.

4. **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.

5. **BIDDER AFFIDAVITS**

Each bidder is required to submit with their bid, an affidavit stating that neither the Corporation, its employees, agents, nor representatives, nor any other party has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure this invitation for bid and agreeing that no such money or reward will be paid. Further, said affidavit must state that the bid is genuine and that the bidder

has not, in any manner, sought by collusion to secure for itself any advantage over any other bidder. Any bid not accompanied by, or which is made without, such affidavit, or in the violation thereof, will not be considered.

6. UNACCEPTABLE BIDS

No bids will be accepted from, nor will a contract be awarded to, any person, firm, or corporation that is in arrears or is in default to the Virgin Islands Water and Power Authority, upon any debt owed or prior contract. Further, no contract will be awarded to any person whose bid does not confirm to the requirements of the bid documents, whose firm or corporation is not licensed to engage in business in the Virgin islands, is seriously delinquent in the filing of certain business records with the Lt. Governor's office and is delinquent in its payment of Virgin Islands taxes.

7. LATE BIDS

No bids shall be received or accepted if it is later than 12:00 p.m. of the bid due date. Any late bids received shall be returned to the bidder unopened.

8. SERVICES TO BE PERFORMED

Each bidder shall provide and operate an armed and unarmed security guard service to the satisfaction of the Virgin Islands Water and Power Authority. The Authority reserves the right to pass judgment on those personnel assigned by the bidder to protect its facilities as it pertains to their physical and mental capabilities, appearance and ability to perform the duties and functions outlined

in the Security Guard General Orders and shall submit evidence of its experience along with business and personal reference, including the following information:

- a. the type of business enterprises in which bidder was previously involved;
- b. the number of years of experience;
- c. the responsibilities exercised;
- d. specific indication of performance; and
- e. operation plans

9. **LOCATION**

The St. Thomas Power Plant, St. Thomas Business Office and employee parking lot, St. Thomas Water Distribution, T&D Bolongo site, Aggreko site entrance, St. John Business Office, St. John Power Plant, St. Croix Power Plant, St. Croix Business Office, Estate Glynn Garage and Estate Slob are the location sites. All potential bidders are urged to examine these premises. Details as to operational plans may be discussed with the Security Manager/Inspector.

10. **DURATION OF AGREEMENT**

This agreement shall be for a period of twenty-four (24) months, with the option to renew for one additional year.

11. **FINANCIAL STATUS**

The successful bidder must be financially qualified to provide sufficient working capital and must present evidence of its ability to meet this requirement. If the successful bidder is, or is to be, a newly formed corporation, a financial statement

relating thereto should accompany the bid showing the amount of capital pledged or paid in by the principals, together with personal financial statement and business and personal references of the individual principals.

12. **CONTACT**

All technical inquiries shall be directed to:

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

13. **BID SUBMITTAL REQUIREMENTS**

All bids must be submitted electronically. A cover letter must be submitted with your response and addressed to the following individuals:

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

Fax and late responses will not be accepted. See cover letter for date and time of bid submittal.

14. **COMMUNICATION**

All correspondence shall be identified by the Invitation for Bid number and title, and emailed to:

contractservices@viwapa.vi

15. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

The successful bidder shall operate in strict compliance with the laws of the Government of the Virgin Islands and the Rules and Regulations of the Virgin Islands Water and Power Authority including, but not limited to, the following:

The successful bidder shall:

- a. pay for all licenses and permits necessary for the operation of their business;
- b. pay all fees, charges and taxes assessed under the Government of the Virgin Islands or Federal Statutes insofar as they are applicable.
(evidence of payment should be provided at the time the bid is submitted or at the end of the first year of when the license is renewed, whichever comes first).

All security guards performing security duties at the Authority's power plants must have Transportation Worker Identification Credentials (TWIC).

16. **TRAINING OF PERSONNEL**

The successful bidder shall have provided security guard training to its guards. Bidder shall furnish the Authority with evidence of such training. Additionally, security guard personnel shall possess the necessary training, qualifications, and

skills specified in the job description. The successful bidder shall establish to the Authority's satisfaction that the guards who will work for the Authority have no criminal record, possess legible penmanship and are able to spell. Guards must be courteous and possess the ability to cooperate with the Authority's personnel.

The successful bidder must be able to provide a supervisor for all guards assigned to the Authority on each shift. Said supervisor is responsible for checking posts at least twice each day of duty, per shift; logging in the time and the rounds made should be recorded in the supervisor's own handwriting in the Authority's logbook.

17. **GENERAL ORDERS**

SECURITY GUARDS GENERAL ORDERS/EXAMPLE OF DUTIES

The following information is in reference to the basic duties which are assigned to and performed by security guards at the Virgin Islands Water and Power Authority's gates and business offices. Space and nature of assignments does not permit elaborating on the functions and details of assignments. Each security guard will be given a copy of these orders in a folder upon first assignments which shall be an accountable item. It shall be the required duty of each guard to maintain this folder in an orderly condition. Each new security guard will be paired with an experienced guard until he/she is familiar with the post.

WAPA'S GENERAL ORDERS

The following general orders shall be the foundation for all security functions of WAPA's security guards:

1. To take charge of post and protect life and property when in danger of injury and/or damage.
2. To work at post in an alert, courteous and disciplined manner observing everything that takes place within sight or hearing.
3. To know post orders and to report all security violations, safety violations, and fire hazards.
4. To remain at post until properly relieved.
5. To receive, execute, and pass on to the relieving guard all orders from the Supervisor, Security Inspector or Security Manager.
6. To refrain from long discourses with visitors and employees, except in the line of duty. Loitering at the gate by employees and visitors is strictly prohibited.
7. To give alarm in case of fire, intrusion, or disorder.
8. To notify the Plant Shift Supervisor, Safety Officer, Security Inspector, Security Manager, Plant and Line Superintendents, and Plant Managers regarding any and all incidents not covered by WAPA's general or post orders.
9. To be especially watchful at night, and identify all person on or near post.

10. To prohibit anyone from entering, leaving or removing WAPA's property without proper authorization.
11. To execute a permanent written record of all violations of security, safety, fire or unusual incidents occurring on or near post.
12. To be neat, clean, well-groomed and in proper uniform at all times while on duty.
13. To strictly enforce and keep WAPA's security regulations.

Guard Assignments – listed below are descriptions of the guard assignments and a brief description of the various duties performed.

a. Fixed Post – WAPA's fixed posts consists of manned Power Plant, Water Plant, Business Office and Access Gate. It shall be the duty of the guard on fixed post to:

- 1) monitor, record and control the entrances and exits of all authorized personnel;
- 2) detect and report all unauthorized attempts of entry and exit, and conduct random searches of vehicles, containers, parcels, and bags; and
- 3) log all vehicles and drivers entering and leaving WAPA's compound.

b. Roving Patrol Post – roving patrol or foot patrol posts consists of perimeter fences, contractor compounds, company buildings, and parking lots. It shall be the duty of the guard on roving patrol to:

- 1) Observe and report all security violations, hazards, incidents, or irregularities encountered.
- 2) Detect and report unsecured gates, security lights, buildings, and compounds; and
- 3) Relieve fixed post guards as needed.

18. **CONDUCT**

- A. Conduct on the Job: Guards are expected to adhere to high standards of behavior and work ethic. All guards must conduct themselves in a courteous manner when dealing with the public, and WAPA employees and officials.
- B. Performance of Duties: The manner in which the guard handles his/her approach to any person with whom he/she must speak to in the line of duty should be polite, businesslike, and firm when necessary. All persons are to be treated equally regardless of race, color, or relative position within WAPA. If more than one individual is involved in an incident resulting in a disturbance, the guard should make certain that all are treated equally by:
 - 1) obtaining identification from each individual even if they are known by name and taking all other pertinent information; and
 - 2) advising all parties that a written report of the incident shall be prepared and available for review through the Safety and Security Office.

19. **PENALTY**

- A. Guards who are scheduled to work must report to work on time. If the guard post is abandoned at any time, a penalty of \$500.00 will be assessed for each hour or any increment of that the post remains unmanned.
- B. If it is determined that a guard's ability to perform is hampered due to intoxication, a penalty of \$500.00 will be assessed and the guard must be removed from the post and replaced with another within an half hour. Any guard who is removed from a post due to an inability to perform his/her duties will not be allowed to return to any post during the duration of the contract.
- C. Neglect of duty would be the cause for a \$500.00 penalty for each offense.

20. **EXERCISE OF JUDGMENT**

All guards are expected to exercise good judgment in handling situations and incidents which they encounter during the course of their work.

21. **GATE SECURITY - POWER PLANT PROCEDURES**

- 1. All vehicles, entering and leaving the plant, are to be stopped at the gate. Vehicle number and name(s) of the individual(s) are to be taken; also, the name of the person and area visiting must be entered into the log.
- 2. Employees and emergency contractors must display WAPA ID in order to enter the gate.

3. An accurate shift schedule from the Line and Production departments must be kept at the guard house at all times.
4. The horizontal boom will be in operation between 0700 to 1730 hours.
5. The main and back gates must be kept closed all day on weekends and holidays except to allow the entry of WAPA employees and vehicles on duty during the PM hours.
6. All visitors and non-employees are to be announced by the security guard on duty and clearance must be given by the proper authority before a pass is issued. A safety helmet shall also be issued.
7. Clearance to enter the gate must be approved only by the following:
 - a. Security Inspector and Security Manager
 - b. Plant Superintendent
 - c. Shift Supervisors (during PM hours)
 - d. Line Superintendent
8. The gate to the parking lot shall be kept closed and only opened to allow vehicles and personnel access after verification.
9. The appropriate forms (log sheets) will be filled out and collected for review by the Security Inspector or Security Manager once a week or as needed.
10. All vendors must be cleared by appropriate Plant management personnel prior to doing business at the Plant.
11. All vehicles, including WAPA's, entering and leaving the Power Plant will be stopped and checked.

12. Minors are not allowed at the Plant and will not be permitted to enter except in those instances when accompanied by a tour guide.
13. All employees visiting the Plant after working hours must be cleared through the Plant Shift Supervisor and entrance and exit will be logged by the guard.
14. All Directors, Plant Managers, and Shift Supervisors may also grant permission to enter the Plant.
15. A temperature screening must be conducted before entering the facility for the first time within a 24-hr period. Temperatures above 100.4 degrees Fahrenheit will be denied entry.

QUESTIONNAIRE

All information requested in the Questionnaire SHALL be furnished by the bidder and SHALL be submitted with the bid. All statements shall be completed, accurate, and in the form requested. Omission, inaccuracy or miss-statement may be cause for rejection of your bid. Additional sheets may be attached hereto as is necessary.

By submission of a proposal, the bidder acknowledges and agrees that the Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the questionnaire, and authorized the release to the Authority of any and all information sought in such inquiry or investigation.

1. Your Name and Address exactly as it appears on the bid proposal

2. If selected, you intend to carry on the business as:

Individual () Partnership () Limited Partnership ()

Joint Venture () Corporation () Other () if other, attach explanation

3. If a Partnership, Limited Partnership, or Joint Venture, attach a copy of the Partnership, Limited Partnership, or Joint Venture agreement and the following:

A. Name, address, share and other occupation, if any, of each Partner,
General Partner (Limited Partnership), or member of Joint Venture

PARTNER, GENERAL PARTNER, OR MEMBER OF JOINT VENTURE

Name

Address

Share

Other Occupation

Name

Address

Share

Other Occupation

Name

Address

Share

Other Occupation

Name

Address

Share

Other Occupation

B. Date of Organization _____

C. General of Limited Partnership (if applicable)

D. Agreement Recorded:

Country	State
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E. Doing business under fictitious name _____? If so, specify name

Is name registered in the U.S.V.I.? _____ If yes, Date _____

If name is not registered in U.S.V.I give country and state where registered and
Date _____

PLEASE ATTACH TO BID A COPY OF BUSINESS LICENSE

4. If a corporation, answer the following:

A. When incorporated? _____

B. In what state? _____

C. Authorized to do business in the U.S.V.I? _____. If so, as of what
date? _____

D. Name, address, full or part time experience in the business and shares of
stock held by the following officers:

PLEASE ATTACH TO BID COPIES OF REGISTRATION OF TRADENAME,
CORPORATE CHARTER, V.I. BUSINESS LICENSE.

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

OTHER: _____

E. Name, address, and shares of stock held by each member of the Board of Directors:

Chairman _____

Member _____

Member _____

Member _____

Member _____

Member _____

Member _____

BIDDER'S REFERENCES

List four persons or firms with whom you have conducted business transactions during the past three years. At least two of the reference names are to have knowledge of your debt payment history. At least one reference must be a financial institution.

REFERENCE NO. 1

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Nature and magnitude of purchase, sale, loan, business association, etc.

REFERENCE NO. 2

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Nature and magnitude of purchase, sale, loan, business association, etc.

REFERENCE NO. 3

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Nature and magnitude of purchase, sale, loan, business association, etc.

REFERENCE NO. 4

NAME: _____

FIRM: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

Nature and magnitude of purchase, sale, loan, business association, etc.
