



**PR-19-22**

**REQUEST FOR PROPOSAL**

**UNDERGROUND ELECTRICAL CONSTRUCTION PROJECT  
FEEDER 8B, PHASE 1**

Virgin Islands Water and Power Authority  
ST. CROIX, U.S. VIRGIN ISLANDS

Date June 29, 2022

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#### **4.13 Sanitation**

The Offeror shall enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste that shall be conducive to their health and tend to prevent the inception and spread of contagious and infectious disease among them. The Offeror shall maintain necessary, sanitary conveniences for the use of the workers on the project, properly secluded from public observation. Such facilities shall be made available when the first set of employees arrives at the project site.

#### **4.14 Security**

The Offeror is responsible for maintaining security at the project site even though the project site is within an existing facility with fences. All stored material and equipment must be secured against unauthorized use. Prior to mobilizing, the Offeror shall submit a list of personnel who will be working on the project to VIWAPA's Project Coordinator. Identification passes will be made at no cost to the Offeror. All passes must be handed in prior to demobilizing.

#### **4.15 Site Clean Up**

The Offeror must provide trash receptacles for the disposal of all work-related trash. The work site must be cleaned daily of paper, plastics, beverage containers, etc. Any unwanted work-related trash should be placed in trash-receptacles supplied by the Offeror. Upon completion of work, the Offeror shall remove from the site all rubbish and unusable material resulting from his work. All demolished materials and waste materials must be removed from the project sites in accordance with the applicable local and federal regulations.

#### **4.16 Subcontractors**

The Offeror shall list in his proposal suggested subcontractors proposed for the principal parts of the work and a brief description of the work to be performed by them. The Owner reserves the rights to approve the subcontractors. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner. The selected Offeror shall assume the responsibility to bind every subcontractor by the terms of the contract, and to the drawings and specifications applicable to his work. With regard to payment by the Offeror for work performed by any of its Subcontractors, the Offeror, after invoicing the Authority for Subcontractor work, shall pay each Subcontractor after it receives payment for their services from the Authority. Upon request for any subsequent progress payments, Offeror in order to receive that payment, must present suitable evidence that payment(s) previously made for Subcontractor work was paid to Subcontractor. Offeror, by appropriate agreement with each Subcontractor, shall require each Subcontractor to make payments to their Subcontractor in a similar manner. The Authority shall NOT have any obligation to pay, or see to the payment of, money to Subcontractors, except as may otherwise be required by law.



#### **4.17 Time and Equipment Rates**

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

#### **4.18 Unloading and Storing Material and Equipment**

The Offeror shall include in his proposal arrangements for shipping, receiving, unloading, and handling all material and equipment furnished by him and his subcontractors, and shall be responsible for the storage, care, protection, and security of such material during the unloading, after the unloading, and throughout the entire construction period.

Limited ground space will be available at the jobsite for the Offeror's general use.

#### **4.19 Warranties**

The Offeror warrants for a period of one year to the Owner that material and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the contract documents. The Offeror warrants that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Offeror's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Offeror, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Offeror shall furnish satisfactory evidence as to the kind and quality of material and equipment.

#### **4.20 Workmanship**

All work is to be accomplished in a workmanlike manner and with first class workmanship. All work shall be free of defects or faults.

## **5.0 SCOPE OF WORK**

### **5.1 Introduction**

#### **GENERAL**

#### **1. Project Documentation and Reporting**

Document the entire project through reports, to include pictures, submittals, and a daily field report. The reports must be typed; handwritten reports will not be accepted and submitted to the project manager and project team.

Project report template should include at minimum the following categories:

- Project name
- Project manager
- Project summary
- Status date
- Project key parameters and comments
- Project risks and issues
  - Risk/issue description – Owner and status
  - Conclusion

#### **2. Certifications and permits**

The Offeror will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.

#### **3. Environmental Considerations**

All waste materials to include released product, oil contaminated soil, absorbent and all other materials must be properly handled and disposed of in accordance with applicable local and federal requirements at the expense of the Offeror, including required testing and documentation. Materials noted herein shall not be disposed of in the local landfills if material is determined to be hazardous.

#### **4. Other Considerations**

- Within fourteen (14) workdays after execution of a contract agreement and issuance of the Notice to Proceed, the Offeror shall submit to the Authority's Project Manager a firm project schedule for the Project scope of work. The project schedule must be agreed upon by the Authority prior to the commencement of work.

- The Offeror shall be responsible for securing all applicable local and federal permits related to this project and comply with the development and implementation of all environmental regulatory requirements associated therewith.
- The Offeror must have a valid Virgin Islands business license directly related to this project's work scope, and must have, at a minimum, 5 years of experience relating to the Project scope of work. Offeror shall submit qualifications and past work history statement to verify this fact.
- The Offeror shall supply an adequate work force that includes competent supervisory personnel, and shall provide all tools, equipment, and materials necessary to satisfactorily complete the project in a timely manner. Verification of the work force qualifications is required prior to any removal activity. Offeror including all employees, agents and subcontractors must be OSHA certified. Verification shall include, at a minimum, current OSHA 8-hour health and safety training and current certification associated with the company's oil spill response plan. Offeror must demonstrate compliance with all OSHA requirements for the duration of the scope of work.

## **5.2 Work Scope**

The scope of work for this project is for the installation of cable and cable accessories into the existing duct bank along Emancipation Drive, from Melvin Evans Highway to Fisher Street, in St. Croix, USVI. The scope of services shall be in accordance with the contract specifications (Exhibit F, Feeder 8B, Phase 1 Specifications) and Contract Drawings (Exhibit G, Feeder 8 B, Phase 1 Drawings) contained in this proposal package. The scope of work for this project consists of, but is not limited to, the following:

- Secure all necessary equipment, permits and approvals for street closures and traffic control.
- Receive, pull / install medium voltage 8B main feeder cable (3-1/c #750 kcmil) through existing duct banks and manholes in accordance with contract documents.
- Receive & install medium voltage cable terminations/connectors/elbows into existing manholes in accordance with contract documents.
- Provide third party acceptance testing for medium voltage cable in accordance with contract documents
- Provide project cleanup and closeout services in accordance with contract documents

## Definitions:

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

## 5.3 Changes in Scope of Work

### A. Changes

- (1) The Authority reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alteration in the work as necessary to satisfactorily complete the project. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Offeror agrees to perform the work as altered.
- (2) Unless such alterations and increases or decreases materially change the character of the work to be performed or the costs thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the magnitude of the alterations is such as to alter the scope of the work specified in the contract by materially changing either the character or the unit costs of the work under the contract, whether or not changed by any such alteration, an adjustment will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work and shall take into consideration the effect of the changes on the general scope of original contracted work (if any), the Contract price, the completion date, and/or other terms or conditions of the Contract. If a basis cannot be agreed upon, then the Authority reserves the right to require the Offeror to perform the work, to eliminate the increased quantity from the contract, or to perform the work in other manner. Compensation, for changes, or other modifications of the Contract due to change shall be set forth in Contract change orders.
- (3) If the altered or added work is of sufficient magnitude to require additional time in which to complete the project, such time adjustments may be made, and the Contract shall be modified in writing accordingly.

**B. Increased or Decreased Quantities**

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

**6.0 PROPOSAL FORM**

Name of the Offeror \_\_\_\_\_ (Individual, Firm or Corporation)

Date of Proposal \_\_\_\_\_

To: The Virgin Islands Water and Power Authority  
St. Thomas, Virgin Islands

Pursuant to your request for proposal and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all materials, labor, tools, supervision, equipment and insurance necessary for the St. Croix, Feeder, 8B, Underground Electrical Construction Project, in strict accordance with the Contract Documents for the prices indicated below.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.

4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That the Offeror has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in anyway, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the date of public opening.
7. That the undersigned, as Offeror, also declares that he has carefully examined and fully understands all the component parts of the Contract Documents and agrees that he will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:
8. Offeror must fill in all blanks in the Proposal Form. The sum of the extended costs must equal the Lump Sum Proposal Price.
9. The Offeror will carefully coordinate his work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule to be submitted to the Engineer.  
  
Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED.
10. The proposed construction schedule must accompany this Proposal Form. (Note: Offeror(s) must bid on each item. All entries in the entire Proposal must be made clearly and in ink; or typed.)

**7.0 ITEMIZED PROPOSAL TABLE**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
<b>GENERAL</b>					
1	1	Lump Sum	Mobilization		
2	1	Lump Sum	Bonding: Bid Guarantee, Performance Bond, Payment Bond		
3	1	Lump Sum	Traffic Control/Traffic Control Devices/Road Closure Permits		
4	1	Lump Sum	Project Cleanup and Closeout (Demobilization)		
<b>SUBTOTAL GENERAL</b>					
<b>ELECTRICAL WORK</b>					
5	1	Lot	Receive and install medium voltage cable terminations/connectors/elbows		
6	25,600	Linear Feet	Receive and install medium voltage main feeder 8B cable (1/C #750 kcmil), termination of cable to be included under cable termination category		
7	1	Lot	3rd Party Electrical Acceptance Testing for medium voltage cables		
<b>SUBTOTAL ELECTRICAL WORK</b>					
<b>TOTAL LUMP SUM CONSTRUCTION COST</b>					

**8.0 QUESTIONNAIRE**

The undersigned guarantees the truth and accuracy of all statements and answers contained herein. (Include additional sheets if necessary)

1. How many years has your organization been in business as a General Offeror/Sub-Offeror?

\_\_\_\_\_ Years

2. Within the past five years, how many Construction projects equal to or greater than this project has your organization completed?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Have you ever failed to complete work per Contract Specifications or within the time limits of a Contract awarded to you? If so, where, when, and why?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Provide the following reference information regarding individuals and/or companies for which you have performed related work:

**Name and address of owner:** \_\_\_\_\_  
Name and telephone number of contact person: \_\_\_\_\_  
Equipment: \_\_\_\_\_  
Work Scope: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Project Cost: \_\_\_\_\_

**Name and address of owner:** \_\_\_\_\_  
Name and telephone number of contact person: \_\_\_\_\_  
Equipment: \_\_\_\_\_  
Work Scope: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Project Cost: \_\_\_\_\_

**Name and address of owner:** \_\_\_\_\_  
Name and telephone number of contact person: \_\_\_\_\_  
Equipment: \_\_\_\_\_  
Work Scope: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Project Cost: \_\_\_\_\_

5. Have you personally inspected the site(s) of the proposed work? Describe any anticipated problems with the site and your proposed solutions.

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6. Will you sublet any part of this work? If so, give details.

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7. Have you included any exceptions with your proposal?

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8. Have you included a Preliminary Project Schedule with your proposal? \_\_\_\_\_

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

10. Is the business a: Sole-Proprietorship, Partnership, Corporation? (Circle one)

11. Please mark (with an X) the included documentation or accepted terms in your proposal.

- Bid Bond Included \_\_\_\_\_
- Payment Bond Included \_\_\_\_\_
- Performance Bond Included \_\_\_\_\_
- Liquidated damages accepted \_\_\_\_\_
- Insurance included \_\_\_\_\_
- General Contract Terms Accepted \_\_\_\_\_
- Payment Schedule Accepted \_\_\_\_\_
- Valid VI Business License \_\_\_\_\_
- Submittals (Project schedule, etc.) \_\_\_\_\_

Note: If any unmarked, please explain:

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The names of all persons interested in the foregoing proposal as principal are:

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(NOTE: If Offeror or other interested person is a corporation, give legal name of corporation, state where incorporated and names of president and secretary; if partnership, give name of firm and names of all individual co-partners composing the firm; if Offeror or other interested person is an individual, give first and last names in full.)

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Are any current employees of the Authority involved in any way, shape, or form with the preparation of the proposal or completion of the described work scope? If so, please describe.

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Licensed in accordance with 27 Virgin Islands Code Section 303 and with license number:

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SIGN HERE: \_\_\_\_\_

Signature of Offeror

(NOTE: If Offeror is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Offeror is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign contracts on behalf to the partnership.)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**END OF PROPOSAL FORM**