



PR-08-26

REQUEST FOR PROPOSAL

Christiansted Street Light Project

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

Date: May 2026

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REQUEST FOR PROPOSAL FOR A Christiansted Street Lighting Project FOR THE ISLAND OF St Croix

1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“the Authority” or “VIWAPA”) is an autonomous government agency, and Governing Board, that provides electricity and water to residents of the U.S. Virgin Islands. The Authority has two Power Generating Facilities. The Randolph Harley Power Plant (“RHPP”) is located in St. Thomas, USVI. The Authority has two generating facilities in the Virgin Islands(St, Croix & St. Thomas), and continuous operation is essential.

- A. Description of Services:** VIWAPA is soliciting competitive proposals from qualified and licensed firms or individuals (“Offeror”) interested in contracting with the Authority to provide the following services:

REPLACEMENT OF OLD STREET LIGHT INFRASTRUCTURE WITH NEW STREET LIGHT INFRASTRUCTURE ON FEEDER 1A IN CHRISTIANSTED TOWN, BETWEEN STRAND STREET, KING STREET, COMPANY STREET, QUEEN STREET, AND MARKET STREET CHRISTIANSTED, ST. CROIX VIRGIN ISLANDS. THE SCOPE OF SERVICES SHALL BE IN ACCORDANCE WITH THE C’STED SL PROJECT EXHIBIT C AND PEDESTAL DETAIL EXHIBIT E CONTAINED IN THIS PROPOSAL PACKAGE. THE PROJECT WILL BE FOR A DURATION OF TWELVE MONTHS FROM NOTICE TO PROCEED.

- B. Schedule:** Proposals must include an anticipated schedule of work to be completed for the project. The schedule will include the following:

Defined timeline for work completion.
Mobilization timeframe from Notice to Proceed.
Timeframe for demolition of existing light base.
Time frame for installation of new light base.
Timeframe for pulling of wires.
Timeframe for installation of lights on base.
Scheduling of final connection.
Timeframe of cleanup.

- C. Experience:** VIWAPA is seeking an Offeror with substantial experience in providing the following:

Five to Ten years civil construction work.
Five to Ten years electrical work experiences.

2.0 INSTRUCTIONS TO OFFEROR

An Offeror may submit a proposal for the project. All Proposal documents must be submitted for the project.

2.1 Project Location

The project will take place at and throughout the following locations:

- Strand Street, Christiansted
- King Street, Christiansted
- Company Street, Christiansted
- Market Street, Christiansted
- Queen Street, Christiansted
- Queen Cross, Christiansted
- King Cross, Christiansted
- Prince Street

2.2 Pre-Proposal Meeting

VIWAPA recommends that each Offeror participate in the pre-Proposal meeting and conduct a site inspection at its own cost to familiarize itself with the project site, the work area and to ask any questions before submitting a Proposal. After visiting the site of the project, each Offeror shall carefully examine the Request for Proposal (RFP). Any conflict that exists between the RFP document and project inspection shall be brought to the Authority for resolution. Each Offeror shall fully inform itself prior to the Proposing of all existing conditions and limitations under which the project will be performed and shall include in its Proposal a sum to cover all costs of all items necessary to perform the work as set forth in the RFP document. No allowances will be made to any Offeror for claims arising from the existing condition, which could have been ascertained by an examination of the project site and the review of the project documents.

2.3 Communication

All correspondence shall be identified by Request for Proposal number and title and shall be addressed to the Authority's representative at the address below.

Proposals shall be submitted electronically to contractservices@viwapa.vi. A cover letter must be included with your response and addressed to the following individual:

Nicole Aubain
Contract Administration, Manager
Virgin Islands Water and Power Authority
9720 Estate Thomas
Al Cohen Plaza
St. Thomas, VI 00802

2.4 **Submittal**

All proposals should be in strict accordance to the following and be emailed to contractservices@viwapa.vi A cover letter must be included with proposal addressed to the following individual identified above:

1. Any exceptions to the requirements stated in this Request for Proposal, especially to the General Contract Terms, shall be listed and explained in the Offeror's proposal.
2. Agreement to the payment schedule.
3. Rates for labor, services, equipment and material add-on percentage shall be attached. Prices should be submitted on a firm basis without escalation. Payment of invoices will be subject to satisfactory performance and acceptance of work by the owner or a representative of the Authority. All pricing will be firm for the duration of the contract.
4. The Offeror must submit, with its proposal, a preliminary project schedule. This schedule shall detail the basic planning steps:
 - i. Project phases
 - ii. The breakdown of phases into tasks
 - iii. Time estimates for each task
 - iv. Resource allocation (labor, equipment, etc.)
 - v. Critical path of the schedule

The schedule will commence on the date the Notice to Proceed from VIWAPA is issued and end with the acceptance of work issued by VIWAPA. This schedule will be utilized while evaluating proposals and setting dates for the individual project elements.

5. No telegraphic Proposal or telegraphic modifications of Proposal will be considered.
6. No Proposals received after the time specified for receiving them will be considered.
7. Each Proposal shall adhere to the following conditions:
 - i. Addressed the Proposal to the Authority at the address given in this section.
 - ii. It is the responsibility of the Offeror to see that its Proposal is received on time.

8. The Offeror is required to submit a statement regarding its previous experience in performing comparable work, its business and technical organization, financial resources, and equipment available for use in performing the work. The Offeror is required to provide resumes for the Field Engineer or Technical Advisor who will be responsible for the demolition.
9. The Offeror is instructed to propose the work competitively where time as well as cost will ensure award of the project. The Offeror must be aware that if the job falls behind schedule, then it must make up the time by extended working hours, shifts or manpower to the satisfaction of the Authority or Liquidated Damages will apply.

2.5 Proposal Withdrawal

Any Offeror may withdraw its Proposal, by written request, at any time prior to the scheduled time for proposal submittal. No Offeror may withdraw its proposal for a period of ninety (90) days after the date set for opening thereof, and all proposals shall be subject to acceptance by the Authority during this period.

2.6 VIWAPA's Rights

VIWAPA has the right to reject any or all proposals and to waive informality and irregularity in the proposals.

3.0 LEGAL REQUIREMENTS

All proposal responses shall adhere to the requirements of the Authority's proposal request and the Authority's Professional General Contract Terms included with the RFP. Those requirements in the RFP pertaining to the Offeror's responsibility for taxes, insurance and the application of liquidated damages, are of paramount importance to the Authority and shall apply, unless expressly waived by the Authority. The Offeror's response must expressly state the terms and conditions of the Authority's General Contract Terms to which the Offeror takes exception. Unless expressed by the Authority in writing, no exception shall be deemed to be accepted. The Authority reserves the right, depending upon the stated exception, to consider any proposal non-responsive and not subject to further consideration. All questions and inquiries regarding any matter affecting the proposal responses must exclusively be directed, in writing, to the Authority's Manager of Contract Administration, Ms. Nicole Aubain.

3.1 General RFP Requirements

All costs and expenses associated with developing and/or submitting a proposal in response to an RFP and/or any related activity following the submission of any such proposal shall be borne by

the Offeror. While VIWAPA has endeavored to supply useful information in the RFP, it makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Offeror by, or on behalf of, VIWAPA. VIWAPA shall have no liability relating to or arising from any such information or the use thereof. Offerors are encouraged to conduct their own investigation and analysis of any and all information contained herein or otherwise provided by or on behalf of VIWAPA. The RFP is not an offer or commitment and is not capable of being accepted to form a binding agreement. VIWAPA reserves the right, in its sole discretion, to withdraw or modify the RFP at any time, to accept or reject any or all proposals for any reason, to waive any irregularities or informalities in the proposal process or any nonconformance with the requirements of the RFP, and to enter into further discussion or interviews with any one or more Offeror.

3.2 General Contract Requirements

The Authority's General Contract Terms shall be applicable to all Contracts with the Offerors. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms with which the Offeror does not agree. The Authority reserves the right to reject any exceptions, or consider any exceptions taken to the General Contract Terms and Conditions to be unresponsive and not subject to further consideration.

3.3 Taxes

The Price proposed by Offeror shall be a total consideration, inclusive of taxes, if applicable. The Offeror, if awarded the Contract, may be subject to Virgin Islands gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the Offeror unless exempt by law. The Offeror is advised to contact the Virgin Islands Bureau of Internal Revenue ("IRB"), (340) 715-1040, for information on their tax obligations. Neither the Authority, nor its employees or representatives, shall be responsible or liable due to any inquiries or representations regarding the Offeror's tax liability. **To the extent an Offeror claims an exemption from any applicable Virgin Island Tax or custom duty, Offeror must, upon contract execution, present the Authority documented evidence from IRB or other Virgin Islands Government Department establishing that the Offeror is not responsible for taxes.**

Pursuant to 33 VIC § 44(a) and (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 V.I.C. § 43 (a). Payment for the purposes of withholding is defined by law as:

1. any single payment of at least \$30,000;
2. any payment pursuant to a contract providing for a total expenditure of \$225,000 or more.

In Contracts where the Offeror will provide to the Authority, equipment, supplies, materials or parts (the “Materials”) which are to become the property of the Authority and where such Materials are subject to custom duties and/or excise taxes (“Taxes”), those Materials must be consigned to the Authority at a port other than the Virgin Islands. Provided however that the Offeror shall retain the risk of loss for the Materials until the scope of work of the contract is completed or accepted. The Offeror shall provide insurance against loss or damage to the Materials while in transit in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

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

3.4 Performance Bond/Letter Of Credit

If a Performance Bond is required in the proposal process, Offeror shall obtain such from a third-party surety authorized to conduct business in the United States Virgin Islands and submit with this proposal a performance bond commitment letter. The Commitment letter shall contain a guarantee from the surety that it will, at contract execution, provide a bond in an amount as indicated in Paragraph 22 of the Authority's General Contract Terms, unless different terms are required by the Authority in the RFP. The Bond shall remain in effect throughout the entire duration of the Contract and for a period of not less than one (1) year after the Authority has accepted the Work. Any change to the Scope of Work resulting in an increase in the contract consideration may require the amount of the performance bond to be increased.

A copy of the performance bond, the format of which is provided by the Authority, must be presented to the Contracting Officer of the Authority prior to or upon execution of the Contract. Failure by Offeror to present its performance bond at contract execution shall be grounds to rescind the Contract award. Any bond provided must provide for the coverage of any and all changes to the contract that adds to the scope of work.

3.5 Business License

Offerors and their sub-offerors must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. **Licenses presented by the Offeror must be related to the work being performed pursuant to the Contract.** The Offeror is advised to contact the Department of Licensing and Consumer Affairs (“DLCA”) at (340) 774-3130 for information on the requirements for obtaining a business license, information on whether their operation requires or does not require a business license, or to obtain a waiver of

the business license requirement if a waiver is applicable to their services. Should Offeror wish to claim that the scope of the services being provided do not require it to obtain a business license, Offeror must present to the Authority documented evidence from DLCA that the Offeror is not required to obtain a business license. Copies of all necessary and applicable license(s) or copy of a business license waiver shall be obtained by the Offeror and copies presented to the Contracting Officer concurrent with the execution of the Contract. Additionally, Offeror must supply the Authority with its taxpayer identification number. Failure by Offeror to present its license(s) prior to execution of the contract or within such other reasonable time as agreed to by the parties may be grounds for the Authority to rescind the Contract.

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

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

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

3.6 Liquidated Damages

The Authority shall assess liquidated damages solely for delay in achieving contract completion. For each day that the project extends beyond the specified contract completion date, for any cause other than excusable causes as defined in Paragraph 13a of the attached General Contract Terms, the Offeror and its sureties shall be liable to the Authority and shall be assessed a liquidated damage in the amount of \$300 per day subject to a maximum of liquidated damages not greater than 10% of the total contract price.

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.

3.7 Insurance

The Offeror is required to obtain and maintain in effect insurance coverage pursuant to Exhibit A, Clause 20 of the General Contract Terms with Federal Requirements or Clause 14 of the Professional General Contract Terms with Federal requirements, whichever terms are applicable. In addition, the Offeror shall submit proof of insurance coverage to the Manager of Contract Administration upon award of the Contract. Failure to provide the required insurance as requested shall be grounds to rescind the Contract. If required, Offeror shall obtain Errors and Omission Liability Insurance in an amount not less than \$2,000,000.00.

3.8 Environmental Responsibility

The Offeror 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.

The Offeror 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, Offeror 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 Offeror shall indemnify the Authority for any and all fines and penalties, assessed to the Authority as a result of Offeror'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 Offeror shall indemnify the Authority for the cost of cleaning up all spills and discharges if the Authority has performed such work on Offeror's behalf.

3.9 Conflict of Interest

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

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

The Offeror must also describe any contractual or other business relationship with VIWAPA or any of its employees, officers or members of the Board, including the value of the contract or business relationship, entered into during the last five (5) calendar years. Offeror, and any of their contractors, shall notify VIWAPA as soon as possible if the proposed scope of work, or any aspect

related to the anticipated work raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)).

Offeror and its subcontractors shall explain the actual or potential conflict in writing in sufficient detail so that VIWAPA is able to assess such actual or potential conflict. Offeror and any of its subcontractors shall provide VIWAPA any additional information necessary for VIWAPA to fully assess and address such actual or potential conflict of interest. Offeror and its subcontractors shall accept any reasonable conflict mitigation strategy employed by VIWAPA including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. A violation of this requirement may result in the rescinding of a contract award or termination of the contract.

3.10 Drug and Alcohol Testing for Offeror's Employees

The use of drugs, alcohol, and unauthorized substances is prohibited at all of the Authority's 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.

The Offeror (and its subcontractors or agents) that furnish temporary employees that work alongside VIWAPA employees or that are assigned to work at any VIWAPA 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 an Offeror, its agent or subcontractor does not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Offeror, its agent or its subcontractors 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 Offeror, 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 Offeror if the Authority suspects that the Offeror'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 Offeror shall immediately invoke reasonable suspicion or post-accident testing. The Offeror 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 Offeror's 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 Offeror provides written verification to the Authority that the employee has passed a subsequent test and is appropriately rehabilitated. Provided however, the Authority may require the removal from the jobsite of any employee of an Offeror 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 Offeror, Subcontractor or Agent's Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

3.11 Communication With Authority Board Members / Employees /Evaluation Committee Members

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

3.12 Confidentiality

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with an RFP may become a record of the Authority and may be subject to the provisions of Title 3 V.I.C. § 881, et seq. (Public Records Act). The Public Records Act requires disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. To date no court of law has ruled on the application of this law to independent instrumentalities such as the Authority. “Confidential Information” includes all technical business, personnel, taxpayer or other information including customer or client information and details of customer accounts, however, communicated or disclosed to the receiving party or its employees, relating to past, present and future research, development and business activities of the disclosing party and that has been identified as “confidential”. Both parties agree: (i) that the receiving party and its employees may disclose Confidential Information to others if required by law or with the prior written consent of the disclosing party; (ii) not to make use of Confidential Information other than for the performance of this Agreement; and (iii) that it will not use such information for its own advantage to the detriment of the disclosing party or its customers. Confidential information shall not include information which: (i) becomes generally available to the public (other than by the acts or omissions of the receiving party or its employees); (ii) was known prior to the date of this Agreement by “or becomes known to” the receiving party or its employees and was not obtained from any person under any obligation of confidentiality to the disclosing party, (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to legal process or regulation.

3.13 Contract Execution

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

3.14 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.

4.0 SPECIFIC PROVISIONS

4.1 Scope of This Section

This section includes guidelines and requirements that must be adhered to while performing

the work.

4.2 Acceptance of Work

Acceptance shall be made through VIWAPA's assigned personnel. Specifically, the project acceptance will be based upon receipt of the final project report, satisfactory completion of punch list items, demobilization of Offeror's equipment, and documentation outlining the equipment's final destination at a licensed facility.

4.3 Codes and Standards

The project shall be performed in accordance with all the Federal and Local Codes and Standards that are deemed applicable to the project. The Codes and Standards utilized shall be the latest edition in effect on the date of preparing the project proposal. The applicable section of the most current version of the codes, standards and regulations listed in this Request for Proposal include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

ANSI:	American National Standard Institute
ASME:	American Standards of Mechanical Engineers ASNT: American Association of Non-Destructive Testing
ASTM:	American Association of Testing and Material AWS: American Welding Society
DPNR:	Department of Planning and Natural Resources
EPA:	Environmental Protection Agency
IEEE:	Institute of Electrical and Electronics Engineers
NEC:	National Electric Code
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Administration
UL:	Underwriters' Laboratories

Including local (U.S. Virgin Islands) building, plumbing, mechanical, electrical, fire, health department and public safety codes.

Manufacturer's Specifications: All manufactured material, and/or equipment offered by the contractor and its vendors shall be in accordance with the design criteria and shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's specifications and instructions, unless herein specified otherwise.

4.4 Cooperation with Others

The Offeror will coordinate work with the Authority's representative during the project execution. The Offeror shall cooperate with other contractors on-site in order to complete the project in an orderly and timely manner. The project shall NOT interfere with the normal operation of the Authority's plant and equipment. If at any time during the course of the project, any portion of the work cannot be carried out without shutting down equipment, the Offeror

shall submit this phase of the work, in writing, to the Project Coordinator to assure proper coordination with plant operations personnel. This notice for shutting down equipment must be submitted two (2) days in advance. The Project Coordinator will inform the Offeror when such shutdown can be obtained and its duration. The Offeror shall operate no valves under any circumstances.

4.5 Inclement Weather

Within ten (10) days of the date on the notice to proceed, the Offeror shall submit to the owner a plan, which outlines necessary measures the Offeror proposes to perform, at no additional cost to the Owner, in case of inclement weather.

The Offeror, including subcontractors, will take every practicable precaution to minimize danger to persons, to the work, and to adjacent property, and carefully protect the work and material against damage or injury to personnel due to weather. These precautions shall include closing all openings, removing or securing all loose material, tools or equipment from exposed locations, and removing or securing scaffolding and other temporary work materials.

4.6 Manpower and Time Charts

The Offeror will submit with the Proposal package an estimated manpower and time chart to perform the scope of work. The time chart should consist of a PERT or CPM chart by task showing activities, durations and critical paths. These manpower and time charts shall be used to monitor the progress, with updates at a minimum of once per week. The Offeror shall register all vacancies to which he desires to fill with local manpower to the Virgin Islands Department of Labor in accordance with ACT 5174 of the Virgin Islands Code.

During the installation/construction of the work, the Offeror must furnish the Authority with daily, weekly, and monthly status reports. The Offeror shall have his reports type written, and any submitted reports shall have the company letterhead or logo, address, and telephone numbers. The Authority will have the authority to change the chain of work events to suit the equipment availability so as not to lengthen the work or job schedule. This job is turn-key, and any eventuality must be included into the proposed pricing, including manpower, working shifts and equipment.

4.7 Overall Protection

The Offeror shall provide for the necessary protections of existing facilities, and the work area to prevent nuisance or damage to adjacent property and vehicular traffic from debris, etc. and shall be solely responsible for any damage resulting there from.

4.8 Payment Schedule

General	Description	Payment Percentages
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1	Mobilization	5%
2	Bonding: Proposal Guarantee, Performance Bond, Payment Bond.	1%
3	Traffic Control / Traffic Control Devices / Road Closure Permits.	5%
4	General Demolition: Remove & Dispose of Existing Items to Clear Area for New Construction.	10%
5	Project Cleanup / Punchlist / Demobilization / Contract Closeout Complete.	5%
Civil Work		
6	Concrete Pedestal Stands for light pole	40%
7	Side walk restoration	10%
Electrical Work		
8	Light Pole and Fixture Installed	12%
9	Grounding & Bonding Complete.	1%
10	Low Voltage Wiring, Fuses, and Connection complete for Street Lights.	10%
11	Electrical Acceptance Testing Complete	1%

4.9 Evaluation Scoring Requirement

All Offerors proposing will be evaluated on a value scale of 100 points.

Evaluation Criteria	Evaluation Details	Weight (100)
1. Experience	Respondents demonstrated their experience/qualifications and past performance of comparable contracts (similar in scope of work)	20
2. Work Approach/Method	Respondents provided evidence that they have the expertise to complete the work according to the engineering specifications.	15
3. Capabilities	Respondents demonstrated that they have sufficient personnel, equipment, and other resources to perform the work according to the project schedule.	10

4. Price/Cost	The relative ranking of Respondent's pricing proposal compared to other RFP submissions and the Authority's cost estimate based on the information provided on the Proposal forms.	20
5. Project Schedule & Milestone	The relative ranking of Respondent's completion proposal compared to other RFP submissions based on the information provided on the Proposal forms.	10
6. Financial Stability	Respondents demonstrated their financial capabilities are sufficient to perform the work.	15
7. Contractual Terms	Respondents demonstrated that they have complied with all the terms and conditions noted in the RFP.	10

Descriptions of the evaluation criteria above are as follows:

1. Experience: Experience performing a similar work scope is an important consideration as it largely determines the quality of work that will be received from the vendor. Several items are taken into consideration when determining the Offeror's experience:
 - Experience working on federally funded projects
 - Experience with similar demolition and material disposal projects
 - Experience with fire protection systems
2. Demonstrate understanding of project scope: Theoretical understanding of project scope.
3. Ability to perform work: Experience and availability of key personnel, equipment and other resources to perform work outlined in scope of work. Ability to coordinate with sub-contractors and consumer/customer to protect customer interest while completing tasks.
4. Cost: Offeror's total proposal price for the project will be compared against other respondents and against the Authority's estimate for the services following any adjustments deemed necessary to allow for equal and fair comparison. Significant variances with the budget will be noted and analyzed.
5. Schedule Duration: The entire time taken to complete the scope of work based on how many days there are between the planned start date and planned finish date.

The Offeror's proposed schedule will be evaluated for task durations and sequencing of the work and compared to VIWAPA's schedule requirements for the Project.

Offeror's total Proposal price for the Project will be evaluated against other responders following any adjustments deemed necessary to allow for equal and fair comparison.

6. Financial Strength: Offeror's financial strength will be considered including Offeror's history of successfully completing similar projects and ability to procure needed materials and hiring of subcontractors to complete the work.
7. Compliance with terms and conditions of RFP: Offeror's willingness and ability to comply with all the terms and conditions noted in the RFP.

4.10 Quality in Absence of Detailed Specifications

Where the project requires that material or equipment be provided or that construction work be performed, and a detailed specification of such material, equipment or construction work are not set forth, the Offeror shall perform a submittal for the owner's approval. The material and equipment must be of the best grade in quality and workmanship obtainable in the market, from firms with established reputations, and shall follow standard practices in the performance or construction of work. Where not specified, the Offeror shall provide original manufacturer equipment or equal quality products. The work performed shall be in conformity and harmony with the intent to secure the standard of construction and equipment or work as a whole and in part.

4.11 Safety

The Offeror shall be responsible for the safety and health conditions on the work site. The Offeror shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Offeror shall provide protection for all persons including but not limited to his employees and employees of other Offerors or subcontractors, members of the public, and employees, agents and representatives of the Owner, and regulatory agencies that may be on or about the worksite.

The Offeror shall provide and maintain all necessary safety equipment such as barriers, signs, lights, walkways, fire prevention and firefighting equipment. The Offeror shall take such other action as required to fulfill his obligation. Fire watch personnel is mandatory when welding, cutting, etc. The Offeror shall comply with the Authority's Hot Work, Work, and confined space permit procedure.

All personnel shall wear hard hats, shoes, ID badges, FRC clothing and safety equipment at the worksite at all times. No short pants or cut off sleeves are allowed at the facility. The Offeror will dress its personnel to comply with all OSHA standards pertaining to Power Plant Facilities. The Owner's representative is authorized to halt the work if these requirements are not met.

Offeror's personnel found consuming alcoholic beverage(s) or using illegal drugs on site or during lunch breaks on or off-site will be escorted from the premises and barred from entering the jobsite, at no additional cost to VIWAPA.

The Offeror shall comply with all applicable federal and local laws, ordinances, rules, and lawful orders of authorities having jurisdiction for the safety of employees and protection of property.

The Offeror shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person responsible shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs. The Offeror shall follow the Authority's Lockout & Tag- out Rules & Procedures. The Authority will provide the Offeror with a copy of this manual.

4.12 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.

4.13 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.

4.14 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.

4.15 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. Regarding 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. In order for Offeror to receive, upon request, subsequent progress payments, Offeror 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.

4.16 Time and Equipment Rates

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

4.17 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.

4.18 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 defects 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 provide satisfactory evidence as to the kind and quality of material and equipment.

4.19 Workmanship

All work is to be accomplished utilizing the proper standards associated with the task . All work shall be free of defects or faults.

5.0 SCOPE OF WORK

5.1 Introduction

GENERAL

1. Project Documentation and Reporting

Offeror must 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

- In addition to the insurance coverage as required by the Authority's general contract terms, the Offeror shall obtain and maintain Pollution Liability Insurance Coverage of not less than two million dollars (\$2,000,000.00) for the duration of the project. Duration of the project commences from the start of the demolition to the removal from the Authority's premises to the arrival of the waste materials to their final destination, which must be reflected in the overall project schedule. The work concludes and the final payment due pursuant to this contract shall be made when the Authority has received documented evidence that all waste collected has been disposed of. Proof of this specific insurance coverage requested herein must be in the form of a certified cover note/certificate or policy from the insurer, which shall be submitted to the Authority upon

contract execution. Failure to provide proof of the necessary insurance coverage shall be grounds to rescind the contract award.

- Offeror shall also, at contract execution, provide the Authority a bank money order or certified cashier's check made payment to the Authority in the amount of \$10,000 as and for a penalty in the event the Offeror fails to return documents evidence of the disposal of the waste.
- Within five (5) 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, 10 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 workforce 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 workforce 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 the replacement of 100 new streetlights on Feeder 1A in Christiansted, St. Croix, USVI. The scope of services shall be in accordance with the Contract Drawings provided. Pedestal for pole are to be 18 inches in diameter with three feet above and below grade.

6.0 PROPOSAL FORM

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

The Offeror shall submit all required Proposal documents including this Proposal FORM for each Project to which he is responding. Pursuant to and in compliance with the Request for Proposal relating to Project

The undersigned, having carefully read, examined and become familiar with proposed project and the scope of work and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, hereby proposes and agrees to fully perform the work in accordance with the proposed contract documents, including furnishing any and all labor and material, and to do all of the work required to construct and complete said project in accordance with contract documents, for the following firm base price of:

7.0 PROPOSAL SCHEDULE FORM

Note: Although list prices are requested, the lump sum price is what will be used for evaluation.

The complete Proposal Schedule Form is attached as Exhibit D – Proposal Schedule Form, Christiansted Street Light. Below is a listing to show all descriptions associated with the form.

Item	Quantity	Unit	Description	Unit Cost	Total Cost
GENERAL					
1	1	Lot	Mobilization		
2	1	Lot	Permitting		
3	1	Lot	Bonding: Proposal Guarantee, Performance Bond, Payment Bond		
4	1	Lot	Traffic Control/Traffic Control Devices/Road Closure Permits		
5	120	Lot	General Demolition: Remove & dispose of existing items as required to clear areas for new construction, in accordance with contract documents (including, old concrete pedestal)		
6	120	ea	Installation of new Concrete pedestal 6ft X 18" Dia. 3ft below grade/3ft above grade		
7	5	ea	Excavation to repair damaged conduit		
8	30	Cu/yd	4000 psi concrete for pedestal (3ft above/3 ft below)		
Subtotal General					

Purchase & Install					
9	26,000	LF	Purchase of #10 THHN wire for circuits		

10	8000	LF	Installation of #10 THHN wire and termination at lighting and connection at power source.		
11	120	LF	Decorative Street Light (Aluminum Pole, Post Top Globe)		
12	120	LF	Decorative Street Light Installation		
13	230	pcs	# 4 rebar 20 ft lengths for reinforcing pedestal		
14	120	pcs	Purchase and install fuses for lights		
15	720	LF	3/4" PVC Conduit for 3 ft extension		
Subtotal					
TOTAL LUMP SUM CONSTRUCTION PROPOSAL					

8.0 SCHEDULE OF RATES

Offeror shall include his Schedule of Rates effective for the project duration with his BASE PROPOSAL.

9.0 EXCEPTIONS

The Offeror shall list and explain in his proposal any exceptions to the requirements stated in the Request for Proposal. All exceptions will be reviewed during the evaluation of the RFP's.

10.0 QUESTIONNAIRE

(MANDATORY)

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

How long have you been in business as a General Contractor, Sub Contractor?

How many years of experience do you have in modeling electrical systems?

Within the past five years, how many projects have you preformed with a description similar to the project being proposed. What was the extent of the scope of work?

Have you ever failed to complete work per contract specification or within the time limits of a contract awarded to you? If so, where and why?

Provide the following reference information regarding your most recent work(s):

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: _____

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

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

Is the business a: Sole-Proprietorship, Partnership, Corporation? (circle one)

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

	YES	NO
Proposal Bond included	_____	_____
Performance Bond included	_____	_____
Payment 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 marked “NO”, please explain:

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

(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.)

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.

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

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: _____

11.0 Light Pole - Exhibit A

12.0 Light Fixture - Exhibit B

13.0 C'Sted SL Project Reference Only - Exhibit C

14.0 Proposal Schedule Form - Exhibit D

15.0 Pedestal Detail - Exhibit E