



PR-04-25

REQUEST FOR PROPOSAL

**Virgin Islands Water and Power Authority
Territory wide AMI Solution RFP**

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

October 1, 2024

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Exhibit A – AMI Project Professional General Contract Terms-Fed/ Basic Insurance Requirements
Exhibit B - HUD General Provisions
Exhibit C - IRB Tax Letter
Exhibit D - Notice of Federal Guidelines
Exhibit E - DBE SBA Business Listing

RFP Appendices	Description	File Format	Use
Appendix A	AMI Functional, Technical and Service Requirements	PDF	Summary of VIWAPA requirements for this proposal
Appendix B	RFP Requirements Compliance	Excel	Requirements Capture and Evaluation
Appendix C	RFP Pricing Spreadsheet	Excel	
Appendix D	Vendor NDA	PDF	Used for disclosure of utility meter data and communications infrastructure (Appendices E, F, G).
Appendix E	Electric Meter Locations	Excel	Meter Locations (Lat/Lon) district, etc. THIS APPENDIX WILL NOT BE INCLUDED WITH THE RELEASE OF THE RFP AND CAN ONLY BE OBTAINED AFTER COMPLETION OF THE NDA
Appendix F	Electric Meter Forms / Types Population	Excel	Meter Types Summary THIS APPENDIX WILL NOT BE INCLUDED WITH THE RELEASE OF THE RFP AND CAN ONLY BE OBTAINED AFTER COMPLETION OF THE NDA
Appendix G	Substation Locations	Excel	Location of Substations (and other infrastructure available for communications infrastructure) THIS APPENDIX WILL NOT BE INCLUDED WITH THE RELEASE OF THE RFP AND CAN ONLY BE OBTAINED AFTER COMPLETION OF THE NDA
Appendix H	Statement of Work	Word	Describes the activities, roles and responsibilities, milestone payments and terms for the Professional and Deployment Services.
Appendix I	Solution Summary	PDF	Describes the roles and responsibilities for the AMI Program along with the expectations.
Appendix J	Response Format	PDF	Describes the required format of the

			response to this RFP
Appendix K	Standard Questionnaire	Word	Standard questions which must be completed and returned with the RFP response

REQUEST FOR PROPOSAL FOR TECHNOLOGY AND SERVICES FOR AN AMI SOLUTION FOR THE ST. THOMAS/ST. JOHN/ST. CROIX & WATER ISLAND DISTRICT

1.0 INTRODUCTION

The Virgin Islands Water and Power Authority (“the Authority” or “VIWAPA” or “WAPA”) 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 on St. Thomas, USVI, and the Richmond Power Plant is located on St. Croix, USVI. The Authority is the sole generating facility in the Virgin Islands and continuous operation is essential.

The Authority provides electric and water service over a geographically diverse area ranging from mountains with heavy foliage to densely populated areas covering three Caribbean islands. St. Thomas’s Crown Mountain rises 1,556 feet, Bordeaux Mountain rises 1,277 feet on St. John, and Mount Eagle rises 1,088 feet on St Croix. This landscape adds complexity to network design and deployment, with each mountain top covered with several RF solutions supporting several maritime, government and cellular applications.

VIWAPA primarily serves a residential load, along with commercial and industrial loads that support island-based manufacturing and tourism. Much of the load is supported by imported diesel and propane, with solar energy playing a small but growing role in the power portfolio. It is expected that the role of solar energy will increase over the next several years.

Established in 1964, the Authority is an integral part of the Virgin Islands. The Authority implemented a second-generation AMR/AMI tower-based mesh solution, with initial deployment starting in 2014, but operational disruptions occurred as a result of hurricanes Irma and Maria in 2017. Currently, the AMI solution is 50% operational, with many meters being manually read.

A. Description of Services: VIWAPA is soliciting competitive proposals from qualified and licensed firms or individuals (“Offerors”) interested in contracting with the Authority to provide a state-of-the-art turnkey AMI solution to replace the existing AMI solution, including the following equipment and services, at a firm fixed price:

- An AMI communications system
- Electric meters with communications modules
- AMI Head End System (AMI HES) for the management and control of the communications networks and endpoint devices.
- Professional Services, including communications network design and training for the installation, operation and maintenance of the equipment and information systems
- Deployment Services, including the setup and testing of an Installation Management System, the installation and commissioning of the AMI communications network devices and the replacement and commissioning of all electric meters with AMI electric meters.

- Managed Services, including the procurement, design, configuration, installation and testing of the AMI HES, and related information systems, and interfaces with VIWAPA data center and systems and the hosting and operation of the AMI HES under a long-term contract with SLA metrics.

VIWAPA expects the technology and services to meet the Functional, Technical and Services Requirements identified in Appendix A. A more detailed description of the required solution and the roles and responsibilities is included in Appendix I.

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

- Notice to Proceed – 6/1/2025
- Project Kickoff – 7/1/2025
- Systems Integration and Testing – 7/1/2025-1/31/2026
- Network Design and Installation – 7/1/2025-3/31/2026
- Managed Services and Operation – Start with installation of first network device
- Meter Deployment (St. John) – 3/1/2026-4/30/2026
- Initial Deployment Acceptance – 5/1/2026-5/31/2026
- Meter Deployment (at least 90% of meters in St. Croix and St. Thomas) – 6/1/2026-5/30/2027
- Meter Deployment completion and deployment close out – 6/1/2027-11/30/2027
- Final System Acceptance – 12/31/2027

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

- AMI Hardware and Software (Meters, Network, Head End System)
- Systems Integration Services
- Network and Meter Design and Deployment Services
- Managed Software as a Service

2.0 INSTRUCTIONS TO OFFEROR

An Offeror may submit a proposal for the entire project. All required bid documents must be submitted for the project. Submittals for part of the project will not be accepted.

2.1 Project Location

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

- St. Thomas
- St. Croix
- St. John
- Water Island
- Hassel Island

2.2 Pre-Bid Meeting

Each Offeror is recommended to participate in the pre-bid meeting and to ask any questions before submitting a bid. Each Offeror shall carefully examine the Request for Proposal (RFP). Any conflict that exists between the RFP document and pre-bid meeting shall be brought to the Authority for resolution. Each Offeror shall fully inform itself prior to the bidding of all existing conditions and limitations under which the project will be performed and shall include in its bid 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.

Each Offeror must sign and return the Non-Disclosure Agreement (Appendix D) to receive the confidential utility and meter data contained within Appendices E, F, and G. The signed NDA must be submitted electronically to contractservices@viwapa.vi and upon receipt, Offeror will be provided a link to access these 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.

Offeror must submit an Intent to Bid notice via email to contractservices@viwapa.vi, on or before , Monday, November 4, 2024 at 10:00am AST, upon receipt of Offeror's Intent to Bid, Offeror will be provided with a link for submittal of the RFP response.

2.4 Schedule of Events

Event	Date
RFP Issued	10/01/2024
Prebid meeting	10/09/2024
Deadline for Submission of Questions	10/25/2024
Response to Questions	10/31/2024
Notice of Intent to Bid due	11/04/2024
Responses to RFP Due	11/22/2024 10:00 AM AST
Announcement of Short-Listed Vendors	01/03/2025
Scheduled On-site Presentations *	Week of 01/20/2025
Vendor Selection	02/14/2025
Contract Negotiations	03/01/2025 – 05/31/2025
Notice to Proceed (following successful contract)	06/01/2025
* NOTE: Selected RFP respondents will be asked to provide a one-day on-site presentation during the week designated above. Presentation information will be provided in a subsequent communication.	

2.5 Submittal

All proposals should be in strict accordance with the following and must be delivered electronically as described above in Section 2.3. A cover letter must be included with proposal addressed to the following individual identified above. The form of the submittal is included in Appendix J.

1. Each proposal must be accompanied by a Bid Bond or Certified Check payable to the VIWAPA in an amount not less than five (5%) percent of the amount of the proposal as security.
2. 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 (Section 14).
3. The Offeror must provide a sample of their most proposed AMI Electric Meter. Form 2S and Form 16S meters must be provided and must represent the production version of these meters. The meters will be disassembled and reviewed. The meters will be returned to Offeror (if requested) at the end of this Procurement. The meters should be shipped to VIWAPA no later than the day the RFP responses are submitted with proof of shipment provided in the response (Section 15). The meters should be shipped to:

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

4. 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.
5. 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.

6. No telegraphic bid or telegraphic modifications of bid will be considered.
7. No bids received after the time specified for receiving them will be considered.
8. Each bid shall adhere to the following conditions:
 - i. Addressed the bid to the Authority at the address given in this section.
 - ii. It is the responsibility of the Offeror to see that its bid is received on time.
9. 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 key personnel.
10. 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.

2.6 Proposal Withdrawal

Any Offeror may withdraw its bid, 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.

2.7 VIWAPA's Rights

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

2.8 LEGAL REQUIREMENTS

ALL BID/PROPOSAL RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S BID OR PROPOSAL REQUEST AND THE AUTHORITY'S GENERAL CONTRACT TERMS. THOSE REQUIREMENTS IN THE RFP PERTAINING TO THE OFFERORS/BIDDER'S RESPONSIBILITY FOR TAXES, PLACEMENT OF A PERFORMANCE BOND, BID BOND, 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/BIDDER TAKES EXCEPTION. UNLESS EXPRESSLY ACCEPTED BY THE AUTHORITY IN WRITING, NO EXCEPTION SHALL BE DEEMED TO BE ACCEPTED.

THE AUTHORITY RESERVES THE RIGHT DEPENDING ON THE STATED EXCEPTION TO CONSIDER ANY PROPOSAL/BID NON-RESPONSIVE AND NOT SUBJECT TO FURTHER CONSIDERATION.

ALL QUESTIONS AND INQUIRIES REGARDING ANY MATTER AFFECTING THE BID/PROPOSAL RESPONSES MUST EXCLUSIVELY BE DIRECTED, IN WRITING, TO THE AUTHORITY'S MANAGER OF CONTRACT ADMINISTRATION, MS. NICOLE AUBAIN.

3.0 LEGAL REQUIREMENTS

3.1 General RFP Requirements

ALL RFP'S IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL REQUIREMENTS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A BID OR PROPOSAL IN RESPONSE TO AN RFP AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH BID/PROPOSAL SHALL BE BORNE BY THE OFFEROR/BIDDER. WHILE VIWAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN AN 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/BIDDER BY, OR ON BEHALF OF VIWAPA. VIWAPA SHALL HAVE NO LIABILITY RELATING TO OR ARISING FROM ANY SUCH INFORMATION OR THE USE THEREOF. OFFEROR IS 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/IFB AT ANY TIME, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS/BID FOR ANY REASON, TO WAIVE ANY IRREGULARITIES OR INFORMALITIES IN THE BID/PROPOSAL PROCESS OR ANY NONCONFORMANCE WITH THE REQUIREMENTS OF THE RFP, AND TO ENTER INTO FURTHER DISCUSSION OR INTERVIEWS WITH ANY ONE OR MORE OFFERORS

3.2 General Contract Requirements

This project will be federally funded in part by HUD CDBG-DR Grant Funds. The successful Offeror will be required to abide by the federal rules, regulations, contract terms, conditions, and provisions applicable to the federal funding provided for this project. The federal contract terms, conditions, and provisions are attached to the RFP. **Successful Offerors must not be debarred from working on federal contracts.**

The Authority's AMI Project General Contract Terms with Federal Requirements shall also be applicable to all Contracts with the Offeror. Additionally, any contract entered into in this matter is subject to the HUD Terms and Conditions (“HUD RIDER”) which are attached hereto and made a part of this RFP as Exhibit B. The Offeror's response must expressly state those provisions of the Authority's General Contract Terms or HUD Rider with which the Offeror takes exception. 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.

3.3 Taxes

The Price proposed by Offeror shall be the 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 for 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) (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 directions from the Virgin Islands Bureau of Internal Revenue regarding tax obligations for contractors working in the Virgin Islands identified as Exhibit C.

3.4 Bonds

If Bonds are required in the proposal process, Offeror shall obtain from a third-party surety authorized to conduct business in the United States Virgin Islands. Where a payment and performance bonds are required, Offeror shall submit with its bid or proposal a payment/performance bond commitment letter from a 3rd party surety. The Commitment letter shall contain a guarantee from the surety that it will, at contract execution, provide a bond in an amount as indicated below:

The Bonds required for this RFP are as follows:

Bid Bond:

- The amount of the bond will be at least 5% but not greater than 10% of the bid amount.
- If a proposal or bid is selected for contract award and the bidder or offeror fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Authority.
- Upon execution of the contract, the bond will be released by the Authority.
- Proposals or bids submitted without a bid bond, if one is required, will be rejected for non-compliance.
- The surety company providing the bond shall be authorized to do business in the

Virgin Islands and have a minimum Best's rating of A-.

Payment Bond:

- The amount of the bond will be equal to 100% of the contract price.
- Payments bonds shall be submitted at or before contract execution failing which the Authority may rescind the contract award.
- Proposals or bids submitted without a payment bond commitment letter, if one is required, will be rejected for non-compliance
- The surety company providing the bond shall be authorized to do business in the Virgin Islands and have a minimum Best's rating of A-.

Performance Bond:

- The bond will be equal to 100% of the contract price.
- Performance bonds shall be submitted at or before contract execution failing which the Authority may rescind the contract award.
- Proposals or bids submitted without a performance bond commitment letter, if one is required, will be rejected for non-compliance
- The surety company providing the bond shall be authorized to do business in the Virgin Islands and have a minimum Best's rating of A-.

The Payment and Performance Bonds 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 payment and 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 Bidder/Offeror to present its payment and 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 \$10,000 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 23 of the AMI Project General Contract Terms. 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 \$5,000,000.00.

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 and the destruction of the removed electric meters 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, DPNR, and other applicable 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 Federally Funded Projects

A. Unique Entity ID & SAM Search Requirements

Federal Law requires that all contractors performing work on projects involving federal funds must be vetted to determine if they have been suspended or debarred from bidding on Federal Government Projects. Before a bid or proposal may be submitted on federal funded projects, Offeror needs to obtain a Unique Entity ID, a unique twelve-character identification number for each physical location of your business. Unique Entity ID assignment is free for all businesses required to register with the federal government for contracts or grants.

When bidding, Offeror(s) must provide their Unique Entity ID at the time of submission of their bid or upon contract execution. Where federal funds are used for payment of contract services, contractors that are serving an active suspension, or are currently debarred by the Federal Government from the federal procurement process will not, be allowed to participate in the Authority's procurement process. Any proposal submitted by an excluded contractor shall not be eligible for consideration, nor shall a debarred or suspended contractor be allowed to serve as an individual surety. **Further, the Authority shall not award a contract to an Offeror that subcontracts any portion of the Authority's work to any firm, company, individual or corporation that is serving an active suspension or is currently debarred by the Federal Government.** During the procurement process, the Authority will check the System Award Management ("SAM"), a Federal Government owned and operated free website that consolidates

the capabilities in Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Applications (ORCA) and the Excluded Parties List System (EPLS), to determine if Offeror or any of its subcontractors have been debarred or suspended.

The Authority will make semi-annual checks on SAM to verify that all contractors that are performing work on federally funded projects of the Authority are in good standing and have not been suspended or debarred. All verification attempts shall be documented. If after contract award or during the performance of any contract, it is found that a contractor has been debarred or suspended, any active contract(s) of an excluded contractor will be terminated for default or for convenience under separate provisions of the contract.

B. Davis Bacon Act Requirements

In instances where Federal funds are utilized for the payment of the Scope of Work, the Offeror shall comply with the Davis Bacon and Related Acts (DBRA). These regulations can be found in part within the Code of Federal Regulations (Title 29 CFR, Parts 1,3,5,6 and 7). The Davis-Bacon Act requires that all contractors and subcontractors performing work on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the Davis-Bacon Wage Rate Determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Prevailing wages are computed by the Department of Labor (DOL) and are issued in the form of a Federal Wage Decision. This decision includes a Wage Rate Determination for each work classification listed by construction type, for each county where work is performed. Each contractor and subcontractor hired must sign a contract which includes the Federal Wage Decision listing and a Wage Determination for its employees by worker classification.

Attached as Exhibit D to the RFP is a Notice of Federal Guidelines related to the Davis-Bacon Act and its requirements.

C. Use Of Small, Minority and Women's Owned Enterprises

The Offeror will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- vi. For work performed in the Virgin Islands, Offeror shall utilize in the procurement of subcontract for goods and services, the attached listing (Exhibit E) of DBE/SBA businesses. Offeror shall also ensure similar requirements to small businesses, minority-owned firms, and women's business enterprises are provided in its contracts or subcontracts etc.

D. Section 3 Requirements

- i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations under 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- ii. The Offeror agrees to send to each labor organization or representative of workers with which the Offeror has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Offeror's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iii. The Offeror agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Offeror will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- iv. The Offeror will certify that any vacant employment positions, including training positions, that are filled (1) after the Offeror is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Offeror's obligations under 24 C.F.R. Part 135.

- v. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

E. Affirmative Action Plan

In order to comply with **Section 3** and **Executive Order 11246**, the U.S. Department of Housing and Urban Development requires that all Offerors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which show specific steps taken by the Offeror to promote Equal Opportunity and the utilization of area residents and business in the implementation of this Contract. This plan must be submitted to VIWAPA upon contract execution.

Reference to **Section 3** of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C., 17010 will also be found in the appendix document referenced as the "HUD Riders".

3.10 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 bid or 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 bid or proposal;
- the bid or proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same request for proposals or invitation for bid.
- 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 with 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.

3.11 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 not are 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
FCC:	Federal Communications Commission
IEEE:	Institute of Electrical and Electronics Engineers
NEC:	National Electric Code
NFPA:	National Fire Protection Association
NIST:	National Institute of Standards and Technology
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 Conflict of Interest

No member of the Governing Body of the Authority or other unit of government and no other officer, employee, or agent who exercises any functions or responsibilities in connection with carrying out the project shall have a personal interest direct or indirect, in the contract.

4.5 Cooperation with Others

The Offeror will coordinate work with the Authority's representative during the project execution. The Offeror shall cooperate with other contractors 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.

4.6 Inclement Weather

Within ninety (90) days of the date on the notice to proceed, the Offeror shall submit to the owner a final 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.

The Offeror will provide an initial inclement weather plan in their submittal as described in Appendix J.

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 Evaluation Scoring Requirement

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

Evaluation Criteria	Evaluation Details	Weight (100)
1. Technology Requirements	Offerors demonstrated their proposed hardware and software technology has met, or exceeded, the requirements and maximizes the success and expected operational life.	30
2. Services Requirements	Offerors provided evidence they have the expertise to complete the work according to the supplied SOW and within the project schedule and will minimize the required support from VIWAPA personnel.	25
3. Cost	The relative ranking of Offeror's pricing proposal compared to other RFP submissions and the Authority's cost estimate based on the information provided. The evaluation team will establish the total cost of ownership from the cost estimate provided.	20
4. Financial Strength	Offerors demonstrated their financial capabilities are sufficient to perform the work.	5
5. Compliance with terms and conditions of the RFP	Offerors demonstrated that they have complied with all the terms and conditions noted in the RFP.	15
6. Support for future benefits	Offerors demonstrated support for future benefits and uses of the proposed solution, including water metering, streetlight monitoring and control and distributed intelligence.	5

Descriptions of the evaluation criteria items above are as follows:

1. Technology requirements: Offerors demonstrated their proposed hardware and software technology has met, or exceeded, the requirements and maximizes the success and expected operational life. Several items will be taken into consideration to determine the Offeror's offering:
 - Compliance with relevant standards for electric metering and telecommunications.
 - Cyber security
 - Performance in blue sky and gray sky conditions
 - Network coverage for all VIWAPA meters
 - Reliability
2. Services requirements: Offerors provided evidence they have the expertise to complete the work according to the supplied SOW and will minimize the required support from VIWAPA personnel. Several items will be taken into consideration to determine the Offeror's offering:
 - Acceptance of SOW terms

- Understanding of the services required
 - Safety
 - Experience and availability of key personnel
 - Commitment to the completion of the project by December 31, 2027
3. Cost: Offeror's total cost of ownership (over 20 years) for the project will be compared against other proposals and against the Authority's allocated funds. Significant variance with budget will be noted and analyzed.
 4. 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.
 5. Compliance with terms and conditions of RFP: Offeror's willingness and ability to comply with all the terms and conditions noted in this RFP.
 6. Support for future benefits: Offeror's company direction and technology will be considered to ensure that the technology and services will provide additional benefits and uses of the network, including, but not limited to, support for water and streetlight metering and control, distributed intelligence, energy conservation.

4.9 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 work- site.

The Offeror shall provide and maintain all necessary safety equipment and personal protection equipment. The Offeror shall take such other action as required to fulfill his obligation.

All personnel shall wear hard hats, shoes, ID badges, FRC clothing and safety equipment at the work site at all times. No short pants or cut off sleeves are allowed on the facility. The Offeror will dress its personnel to comply with all relevant OSHA standards. 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 responsible person 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.

4.10 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.

4.11 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.

4.12 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. The Offeror must remove all replaced electric meters from the island and dispose of them appropriately.

4.13 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 right 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.

4.14 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.

4.15 Unloading and Storing Material and Equipment

The Offeror shall include in the proposal arrangements for shipping, receiving, unloading, and handling all material and equipment furnished by Offeror and its 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 project period.

4.16 Warranties

The Offeror warrants for a period of six years 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.

4.17 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

Please refer to the attached Statement of Work for an introduction and Work Scope (Appendix H)

- 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 a 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. Changes in the 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 price 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

The signatory on this proposal guarantees the truth and accuracy of all statements and answers contained in the response.

The Offeror's response must adhere to the format and requirements identified in Appendix K.