

Virgin Islands Water and Power Authority



East End Substation Restoration and Expansion Project Phase 2 (13.2 kV GIS)

*St. Thomas, USVI
Owner Requirements*

*PR-20-20
Request for Proposal
2020*

TABLE OF CONTENTS

A.	INTRODUCTION:.....	2
B.	LEGAL REQUIREMENTS:.....	2
C.	GENERAL CONTRACT REQUIREMENTS:	4
D.	TAXES:	5
E.	BONDS :.....	5
F.	BUSINESS LICENSE:.....	6
G.	LIQUIDATED DAMAGES:.....	7
H.	INSURANCE:	7
I.	ENVIRONMENTAL RESPONSIBILITY:	8
J.	FEDERAL FUNDED PROJECTS.....	8
L.	UTILIZATION OF SMALL, MINORITY AND WOMEN’S OWNED ENTERPRISES: .	9
M.	SECTION 3 REQUIREMENTS.....	10
N.	AFFIRMATIVE ACTION PLAN	11
O.	DRUG AND ALCOHOL TESTING FOR CONTRACTOR EMPLOYEES:.....	12
P.	COMMUNICATION WITH AUTHORITY BOARD MEMBERS / EMPLOYEES / EVALUATION COMMITTEE MEMBERS	13
Q.	CONFIDENTIALITY	13
R.	CONTRACT EXECUTION.....	14
S.	NOTICE TO PROCEED:.....	14
T.	SITE VISITS:	14
U.	SCOPE OF WORK:	15
V.	PROPOSAL SUBMITTAL:.....	15
W.	QUESTIONNAIRE (MANDATORY).....	17
X.	PROPOSAL FORM:	19
E.	PROPOSAL FORM:.....	21
F.	PROPOSAL EVALUATION TEMPLATE.....	22
G.	PROPOSED PAYMENT SCHEDULE:.....	23
H.	PLEASE SUBMIT THE FOLLOWING INFORMATION WITH YOUR PROPOSAL :	23
I.	BASIS OF AWARD:.....	23

VIRGIN ISLANDS WATER & POWER AUTHORITY
EAST END SUBSTATION
RESTORATION & EXPANSION PROJECT
PHASE 2
(13.2kV GIS)
ST. THOMAS, U.S. VIRGIN ISLANDS

INVITATION FOR BID

A. INTRODUCTION:

The Virgin Islands Water and Power Authority (VIWAPA) is an autonomous agency with its own Governing Board. The utility's Electricity Distribution System is mostly aerial and comprised of many miles of primary, secondary and service wires; also, hardware and fixtures consisting of transformers, capacitors, switches, insulators, poles and associated accessories.

The Authority proposes the installation of a 13.2kV Gas Insulated Switchgear to be housed in the existing GIS Building to service the East End Substation, Parcel B-2-A, Estate Nazareth, Red Hook Quarter, St. Thomas, USVI.

Funding for this project is provided in part by FEMA and also in part by the US Federal Emergency Management Agency ("FEMA") and also in part by the Department of Housing & Urban Development Community Development Block Grant Program under the auspices of the Virgin Islands Housing Finance Authority ("VIHFA"). The successful Offeror will be required to abide by the federal rules and regulations which govern this project. The applicable information is included in this bid package.

Both contractor and subcontractor(s) should give careful attention to the rules and regulations applicable to federally funded projects in the General Contract Requirements. **Successful contractors must not be debarred from working on federal contracts.**

B. LEGAL REQUIREMENTS:

1. ALL PROPOSALS SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S PROPOSAL REQUEST AND THE AUTHORITY'S GENERAL CONTRACT TERMS WITH FEDERAL REQUIREMENTS. THOSE REQUIREMENTS IN THE RFP PERTAINING TO THE OFFERORS RESPONSIBILITY FOR TAXES, BONDS, INSURANCE, AND THE

Contract Requirements

Request for Proposal

RFP

APPLICATION OF LIQUIDATED DAMAGES, ARE OF PARAMOUNT IMPORTANCE TO THE AUTHORITY AND SHALL APPLY, UNLESS EXPRESSLY WAIVED IN WRITING BY THE AUTHORITY.

ALL RESPONSES SHALL ALSO COMPLY WITH THE TERMS AND CONDITIONS OF THE HUD GENERAL PROVISIONS (HUD RIDER) WHICH APPLY WHEN ANY PORTION OF FUNDING IS DERRIVED FROM FUNDS ISSUED BY HUD. A COPY OF THE HUD GENERAL PROVISIONS IS ATTACHED HERETO AS EXHIBIT B.

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

ALL QUESTIONS AND INQUIRIES REGARDING ANY MATTER AFFECTING THE PROPOSAL RESPONSE MUST EXCLUSIVELY BE DIRECTED, IN WRITING, TO THE

AUTHORITY'S MANAGER OF CONTRACT ADMINISTRATION,
MS. DELORES DONOVAN.

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

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR
SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP AND/OR ANY
RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH
PROPOSAL SHALL BE BORNE BY THE OFFEROR . WHILE WAPA HAS
ENDEAVORED TO SUPPLY USEFUL INFORMATION IN THE RFP, WAPA
MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED,
AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION
CONTAINED HEREIN OR OTHERWISE PROVIDED TO ANY OFEEROR BY,
OR ON BEHALF OF WAPA. WAPA 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 WAPA. THE RFP IS NOT AN
OFFER OR COMMITMENT AND IS NOT CAPABLE OF BEING ACCEPTED TO
FORM A BINDING AGREEMENT. WAPA RESERVES THE RIGHT, IN ITS
SOLE DISCRETION, TO WITHDRAW OR MODIFY THE 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 OFFERORS .

C. GENERAL CONTRACT REQUIREMENTS:

The Authority's General Contract Terms shall be applicable to all Contracts with the
Offeror . 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 Terms and Conditions to be unresponsive and not subject to further consideration.

D. TAXES:

The Price proposed by the Offeror shall be the total consideration, inclusive of taxes, if applicable. The Offeror, if awarded the Contract, may be subject to gross receipt taxes; excise taxes, import taxes or custom duty, depending on the nature of the scope of work. All taxes are the responsibility of the 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 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 VIC § 43 (a). Payment for the purposes of withholding is defined by law as:

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

In Contracts 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 Taxes related to importation of the Materials will not apply if : (i) the Materials are consigned to the Authority at a port other than the Virgin Islands, (ii) such consignment provides that the Offeror retains the risk of loss for the Materials until the scope of work of the contract is completed; (iii) the Offeror provides insurance against loss or damage to the Materials in the amount of 100% of the value of the Materials provided for the benefit of the Authority.

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

E. BONDS :

1. Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is **FIVE (5) %** of the proposal price. The bid bond must

be surrendered if the Offeror: (i) withdraws their bid before the end of the bid validity period, (ii) fails to sign the contract after the notification of award, or (iii) fails to provide a performance security, if required.

If an Offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Authority. Proposals submitted without a bid bond will be rejected.

2. Offeror shall also obtain from a surety authorized to conduct business in the United States Virgin Islands, a performance bond commitment letter, which letter must be submitted with its proposal response. The commitment letter shall contain a guarantee from the surety that it will, if Offeror is awarded the contract, provide a performance bond for 100% of the contract price.
3. Additionally, Offeror shall obtain, from a surety authorized to conduct business in the United States Virgin Islands, a payment bond commitment letter for 100% of the contract price, which must be submitted with its proposal response, to assure if Offeror is awarded the contract, it will provide a payment bond as required by law for all persons supplying labor and materials in the execution of the work.

The performance and payment 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 and payment bond to be increased relative to the increased consideration.

A copy of the performance bond and payment bond, the format of which will be 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 and payment bonds prior to or at contract execution shall be grounds to rescind the Contract award.

Any bonds provided must provide for the coverage of any and all changes to the contract that adds to the scope of work.

F. BUSINESS LICENSE:

Offerors must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. 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. 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. Without prejudice to the Authority's right to rescind, a Notice to Proceed shall not be deemed effective until the required licensing is in place, nor shall the time for completion be extended on account of a delay resulting from the contractor's inability to present the license(s) required under Virgin Islands law in order to proceed with the work in question.

G. 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 \$500 per day subject to a maximum of liquidated damages not greater than 15 % 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.

H. 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 ,

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.

I. 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, including without limitation those provisions with regard to the discharge or spilling of prohibited contaminants prohibited by law during the performance of the Contract.

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 Bidder's failure to adhere to EPA, OSHA and DPNR regulations and directives, and shall further pay all the Authority's costs, expenses and attorney's fees, in connection therewith. Additionally, the 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.

J. FEDERAL FUNDED PROJECTS

A.

The 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 bidding on federal funded projects, Contractors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. When bidding, Bidders must provide their Data Universal Numbering Systems Number (DUNS) at the time of submission of their bid or upon contract execution.

By submitting a proposal in response to this solicitation, the contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part

2424.

B.

The Offeror shall comply with the Davis Bacon and Related Acts (DBRA). These regulations can be found in-part from 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.

By submitting proposal in response to this solicitation, Offeror warrants that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any federal department of agency.

L. UTILIZATION 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;

Contract Requirements

Request for Proposal

RFP

- 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 business. 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.

M. SECTION 3 REQUIREMENTS

- A.** 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.
- B.** The parties to this contract agree to comply with HUD's regulations in 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.
- C.** 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.

- D.** 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.
- E.** 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.
- F.** 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).

N. AFFIRMATIVE ACTION PLAN

In order to comply with **Section 3** and **Executive Order 11246**, as amended, the U.S. Department of Housing and Urban Development requires that all contractors develop and implement an Affirmative Action Plan. This plan is a series of forms and statements, which show specific steps taken by the contractor 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. § 1701u, and to Executive Orders 11246 and 11375, will also be found in an

appendix document referenced as the "HUD Riders" Exhibit B.

O. DRUG AND ALCOHOL TESTING FOR CONTRACTOR EMPLOYEES:

Consistent with the requirements of Office of Management and Budget (OMB) guidance implementing the portion of the Drug-Free Workplace Act of 1988 as amended (41 U.S.C. §§ 701-707) that applies to grants (as implemented by Subparts A through F of 2 C.F.R. Part 182 and by 2 C.F.R. Part 2429) which requires a grantee to certify that it will provide a drug-free workplace, the following requirements shall apply to this solicitation.

The use of drugs, alcohol, and unauthorized substances are prohibited on all the Virgin Islands Water and Power Authority's (hereinafter the "Authority" or "WAPA") business locations, power generating, transmission and distribution, and potable water facilities, workplaces, worksites, and parking areas (hereinafter "Premises").

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

All Contractors (and their subcontractors or agents) that furnish temporary employees that work alongside WAPA employees or that are assigned to work at any WAPA worksite must have a Drug, Alcohol, and Unauthorized Substance Testing Policy for their respective employees, which policy shall include reasonable suspicion and post-accident testing. In the event a Contractor, its agent or

subcontractor do not have a Drug, Alcohol, or Unauthorized Substance Testing Policy, the Contractor, its agent or its subcontractor shall apply the Authority's Drug, Alcohol, and Unauthorized Substance Policy, approved April 26, 2016, and shall confirm in writing, to the Authority's Project Manager, within ten (10) work days after the effective date of the contract that its employees and employees of its agents or subcontractors have been notified of and instructed on the Authority's Policy requirements. Failure by the Contractor, or its agent, or subcontractor to have a Drug, Alcohol, or Unauthorized Substance Testing Policy and to present evidence of such upon contract execution, or to agree to use the Authority's policy in the event they do not have a policy of their own; or to verify in writing their employees have been trained on the Authority's policy may be grounds to rescind the contract award or terminate the contract.

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

A copy of the Offeror and its , Subcontractor(s) or Agent(s)s Drug, Alcohol, and Unauthorized Substance Policy must be presented upon contract execution.

P. 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 this RFP must be submitted through the Authority's Contract Services Manager. Any direct contact made by the 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.

Q. CONFIDENTIALITY

Offerors are advised that any and all materials, information and documentation in any proposal submitted in connection with this 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.

R. CONTRACT EXECUTION

The final contract sent to the Offeror for execution must be executed 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.

S. 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.

T. SITE VISITS:

Site visits will be arranged for all Offerors that attend the Mandatory Pre-Bid Conference. Offeror site inspections are mandatory to acclimate to the proposed scope of work, project site, work environment, and further allow the opportunity to develop and receive clarification of any inquiries prior to bid submission.

Offerors shall carefully examine the Request for Proposal to identify any apparent discrepancies as it relates to the theoretical and practical execution of the proposed project and be fully aware of the Authority's overall expectations. The offeror will have the

responsibility to address any of its concerns prior to submitting their proposal to have a clear understanding of all existing conditions, and/ or limitations involved with fulfilling the requirements of the prospective contract. Upon completion of a thorough review of the proposal, the Offeror shall include in its bid, a sum of all costs for all materials, and labor costs necessary to fully execute all work set forth in the Request for Proposal (RFP). No allowances will be made to any Offeror for claims arising from a pre-existing condition, which could have been ascertained by a complete physical examination of the project site and the review of the project documents.

U. SCOPE OF WORK:

The scope of work for this project is for a new, complete 13.2kV Gas Insulated Switchgear (GIS) to be housed in the existing GIS Building. The scope of services shall be in accordance with the contract specifications and contract drawings contained in this proposal package.

V. PROPOSAL SUBMITTAL:

1. Proposal Information

Pricing should be submitted on a firm basis without escalation. A schedule shall also be submitted. Payment of invoices will be subject to satisfactory performance and acceptance of work by the Authority. As set forth in the Evaluation Template in Subpart Z below, proposals will be evaluated on basis of pricing, experience/ability to perform work, compliance with contract drawings & specifications, time for performance/delivery, financial strength, and the reputation of the Offeror in accordance with the weights listed in the Template. The Authority reserves the right to reject all proposals. Each offeror is required to familiarize itself with Authority's system. Each offeror is required to familiarize itself with the physical constraints of roads and vehicular traffic, as it would affect this work, and to familiarize itself with the scope of work and specifications and ask any questions prior to responding to this request for proposal .

2. Proposal Submittal Requirements

THE AUTHORITY WILL RECEIVE ELECTRONIC PROPOSALS FROM OFFERORS UNTIL THE DATE AND TIME AS SPECIFIED IN THE COVER LETTER ACCOMPANYING THIS DOCUMENT. PROPOSALS SHALL BE SUBMITTED TO DELORES DONOVAN AT CONTRACTSERVICES@VIWAPA.VI. A COVER LETTER MUST BE INCLUDED WITH YOUR RESPONSE ON OR BEFORE THE DATE AND TIME AS SPECIFIED AND ADDRESSED AS INDICATED BELOW:

PROPSALS THAT ARE RECEIVED AT THE SPECIFIED TIME AND DATE WILL BE PRINTED AND PUBLICLY READ AS OUTLINED IN THE COVER LETTER TRANSMITTED TO YOU.

FACSIMILE TRANSMITTALS, OFFERS COMMUNICATED VIA TELEPHONE AND PROPOSALS RECEIVED AFTER THE TIME SPECIFIED IN THE COVER LETTER WILL NOT BE ACCEPTED OR CONSIDERED

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

W. QUESTIONNAIRE (MANDATORY)

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

1. How many years has your company been in business as a General Contractor, Sub- Contractor? (circle one). _____ Years
2. Within the past five years, how many Construction projects equal to or greater than this project has your company completed? _____
3. Have you ever failed to complete work per Contract Specifications or within the time limits of a Contract awarded to you, if so, where and why?

4. Name three individuals or corporations for which you have performed related work and to which you refer.

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

6. Will you subcontract t any part of this work? _____ If so, give details.

7. Have you included any exceptions with your proposal?

8. Have you included a Preliminary Project Schedule with your proposal? _____
What is the proposed completion date for the project? _____

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

10. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If trade name, state the names of the individuals who do business under the trade name. It is necessary that this information be furnished.)
-

(Correct Name of Offeror)

The business is a Sole Proprietorship, Partnership, LLC, Joint Venture or Corporation. (Circle one)

X. PROPOSAL FORM:

Name of the Offeror _____ (Individual, Firm or Corporation, as case may be)

Date of Proposal _____

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

Pursuant to your Request for Proposal and in compliance with other related Contract Documents, the undersigned does hereby propose to furnish all materials, labor, tools, supervision, equipment and insurance necessary for a new, complete 13.2kV Gas Insulated Switchgear (GIS) to be housed in the existing GIS Building, in strict accordance with the Contract Documents for the prices indicated below.

The above-named Offeror affirms and declares:

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.
2. That this Proposal is made without any understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same purposes, and is in all respects fair and without collusion or fraud.
3. That the Offeror is not in arrears to the Virgin Islands Water and Power Authority, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation in the Virgin Islands Water and Power Authority.
4. That no officer or employee or person whose salary is payable in whole or in part from the Virgin Islands Water & Power Authority is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That the Offeror has carefully examined the site of the work and that, from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local condition and all difficulties to be encountered, and all other items which may, in anyway, affect the work or its performance.
6. All proposals shall remain firm for a period of Sixty (60) days following the proposal due date.

Contract Requirements

Request for Proposal

RFP

7. That the undersigned, as Offeror , also declares that it has carefully examined and fully understands all the component parts of the Contract Documents and agrees that it will execute the Contract and will completely perform the work in strict accordance with the terms of the Contract and the Contract Documents therein referred to for the following prices, to wit:
8. The Offeror shall determine for itself the appropriate quantities and unit prices for each item listed in the attached Proposal Form. These quantities and unit prices are for informal comparison of proposals by WAPA and for partial payment purposes only. Offeror must fill in all blanks in the Offeror Form. The sum of the extended costs must equal the Lump Sum Bid Price.
9. The Offeror will carefully coordinate its work with the Virgin Islands Water and Power Authority. The Offeror shall submit a detailed time schedule. This schedule shall be incorporated into the construction schedule to be submitted to the Engineer.

Work on the Project Contract time begins on the date of issuance of the NOTICE TO PROCEED and shall not exceed 120 calendar days to completion for the work.
10. The proposed construction schedule must accompany this Proposal Form.
(Note: Offeror must submit a proposal on each item. All offers must be submitted clearly and be typed.) The proposed construction schedule must accompany this Proposal Form.

**VIRGIN ISLANDS WATER & POWER AUTHORITY
EAST END SUBSTATION
RESTORATION & EXPANSION PROJECT
PHASE 2 (13.2kV GIS)
ST. THOMAS, U.S. VIRGIN ISLANDS**

E. PROPOSAL FORM:

(Note: Offeror must bid on each item. All entries in the entire Proposal must be made carefully and typed prices must be written in both words and figures.)

ITEM	QUANTITY	UNIT COST	DESCRIPTION	TOTAL COST
			Furnish & install new 13.2kV GIS	
			Furnish & install new 13.2kV platform for GIS (including structural engineering)	
			Furnish & install 15kV cables and all connectors	
			Furnish & install all protection & SCADA cables	
			Furnish & install two 13.2kV relay panels and all accessories	
			Startup, testing & commissioning of 13.2kV GIS	
			Testing & commissioning of relays & meters	
			General conditions & items not included above (list below)	
TOTAL PRICE PROPOSED				

F. PROPOSAL EVALUATION TEMPLATE



VWAPA

Project: East End Substation
Restoration & Expansion Project,
Phase 2 (13.2kV GIS)
Project Number:
Date:

Evaluation Criteria	Weight (100)	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6
1. Experience/Ability to Perform Work	20						
2. Compliance with Contract Drawings & Specifications	20						
3. Time for Performance/Delivery	20						
4. Cost	20						
5. Financial Strength	10						
6. Reputation of Company	10						
Total	100	Score 0	Score 0	Score 0	Score 0	Score 0	Score 0

G. PROPOSED PAYMENT SCHEDULE:

- A. 05% - Mobilization (not to exceed 5% of total lump sum cost)
- B. 55%- Shipment of 13.2kV GIS
- C. 05%- Shipment of Platform
- D. 05%- Shipment of Relay Panels and Relays
- E. 20%- Installation of GIS
- F. 10%- Project Closeout

Note: Payments would be considered based on work completed and equipment purchased. The terms for this payment schedule will have to be agreed upon by the Offeror and the Authority.

H. PLEASE SUBMIT THE FOLLOWING INFORMATION WITH YOUR PROPOSAL :

Equipment rental rates which would be charged for additional work outside the scope of work of the contract.

The undersigned agrees that for extra work, if any, authorized by the Authority and performed in accordance with the terms and provisions of the annexed form of AGREEMENT, it will accept compensation as stipulated therein as full payment for such extra work.

If this Proposal is accepted by the Authority, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the Proposal Form item # 9.

The Offeror agrees to perform the work as specified and indicated on the drawing for the Base Bid Lump Sum Amount of \$_____ (Offeror must fill in this blank with amount in words and \$ numbers) over a period of _____days.

I. BASIS OF AWARD:

Offerors must acknowledge receipt of addendum(s) as follows:

Addendum_____

Addendum_____

Addendum_____

(Insert addendum(s) numbers, name, dates and initial)

The Offeror certifies that the addendum(s) above have been received and that changes covered by the addendum(s) have been considered in this Proposal.

(If Offeror is a Partnership , fill in the following blanks)

Names of Partners	Residence of Partners General or Limited Partner
_____	_____
_____	_____
_____	_____

Dated _____

_____ (Name of Offeror)

_____ (Address of Offeror)

_____ (City, State, Zip)

_____ (Telephone)

(If Offeror is a Corporation, fill in the following blanks)

Organized under the laws of the State of _____

Name and Address of President _____

Name and Address of Vice-President _____

Name and Address of Secretary _____

Name and Address of Treasurer _____

Dated _____

(Name of Offeror)

(Address of Offeror)

(City, State, Zip)

(Telephone)

By: _____

(Signature)

(Title)

Where Bidder is a corporation:

Attest: _____

(Secretary)

AFFIX
CORPORATE
SEAL

(If Offeror is an LLC, fill in the following blanks)

Is the LLC Member Managed or Manager

Managed _____?

Names of Members/Managers

Residence of Members/Managers

Organized under the laws of the State of _____

Contract Requirements

Dated _____

(Name of Offeror)

(Address of Offeror)

(City, State, Zip)

(Telephone)

(If Offeror is a Joint Venture, fill in the following blanks)

Please list the name and address of each entity comprising this Joint Venture

Is the Joint Venture Incorporated: _____

Organized under the laws of the State of _____

What Company will be negotiating this agreement on behalf of the Joint Venture:

Dated _____

(Name of Offeror)

(Address of Offeror)

(City, State, Zip)

(Telephone)

