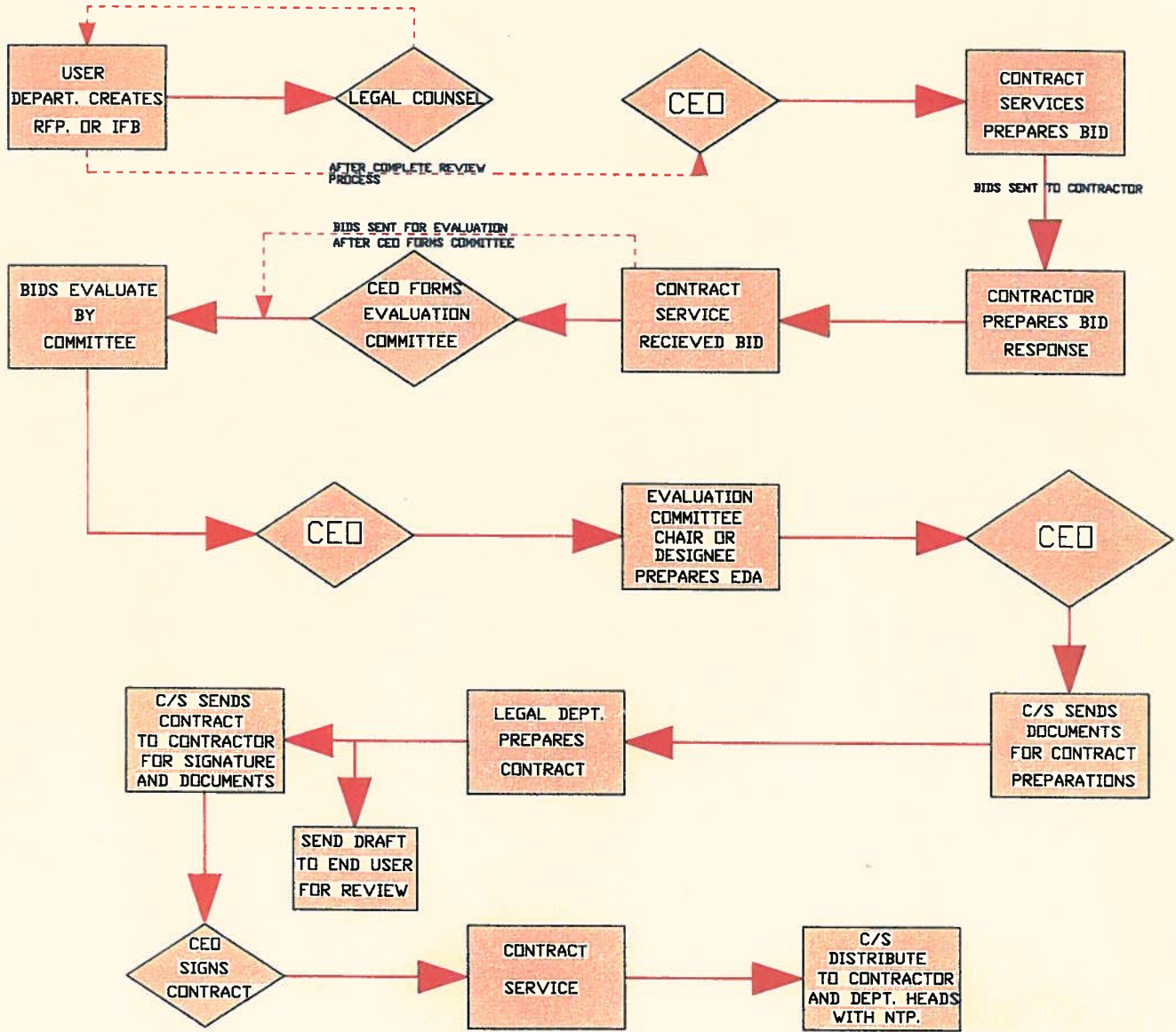




CONTRACTS ADMINISTRATION VI WAPA RFP AND IFB PROCESS FLOWCHART

UNDER (\$200,000)



ACRONYMS

REQUEST FOR PROPOSAL	RFP
INVITATION FOR BID	IFB
CHIEF EXECUTIVE OFFICER	CEO
CONTRACT SERVICES	C/S
EXECUTIVE DIRECTOR APPROVAL	EDA

GUIDELINES



POLICY STATEMENT

The procedures and guidelines set forth herein have been established to:

1. Provide a policy framework for the procedures and the administration of all contracts between the Virgin Islands Water & Power Authority (the "Authority") and its contractors and suppliers;
2. To ensure compliance with applicable bidding requirements;
3. To ensure that contracts to which the Authority is a party are advertised, awarded and administered in a fair and just manner;
4. To promote and protect the best interest of the Authority in transactions with contractors and suppliers;
5. To ensure fair competitive competition among bidders, prospective contractors and suppliers;
6. To identify the appropriate manner and nature of communications and transactions between any Authority employees, agents or representatives with bidders, prospective contractors and suppliers; and
7. Generally to promote the highest degree of fairness and integrity in all of the Authority's contract procurement transactions.

EXECUTIVE DIRECTOR: Hugo V. Hodge, Jr.

SIGNATURE: 

DATE: 2/28/11

CONTRACT ADMINISTRATION GUIDELINES

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GUIDELINES

Contract Administration Guidelines

I. Policy Statement

The procedures and guidelines set forth herein have been established to: provide a policy framework for the procedures and the administration of all contracts between the Virgin Islands Water and Power Authority (the "Authority") and its contractors and suppliers; to ensure compliance with applicable bidding requirements; to ensure that contracts to which the Authority are a party are advertised, awarded and administered in a fair and just manner; to promote and protect the best interest of the Authority in transactions with contractors and suppliers; to ensure fair competitive competition among bidders, prospective contractors and suppliers; to identify the appropriate manner and nature of communications and transactions between any employee, agent, representative or assign of the Authority with bidders, prospective contractors and suppliers; and generally to promote the highest degree of fairness and integrity in all of the Authority's transactions.

The Authority shall attempt to procure, where possible, pursuant to an IFB. Where an RFP is appropriate, the evaluation factors must be set forth in the proposal. RFP's shall be used where the Authority has not specifically identified the solution or product or equipment sought. Purchase Orders (P.O.'s) should be used to acquire materials and supplies and where no IFB or RFP was required, P.O.'s should not be used where an IFB or RFP has been issued and particularly where services are being provided to the Authority. These procedures and policies shall be adhered and strictly followed.

II. PROCUREMENT METHODS FOR THE VIRGIN ISLANDS WATER AND POWER AUTHORITY

A. How is the Procurement of the Virgin Islands Water & Power Authority Governed

Procurement by the Virgin Islands Water & Power Authority is governed by Title 30, Chapter 5, section 116 of the Virgin Islands Code. Under the Virgin Islands Code at Title 30, Chapter 5, section 105(5), the Governing Board is vested with the Authority to make

contracts on behalf of the Authority. The Board, pursuant to its Bylaws at Article XXIV (C) (2), has delegated its contracting powers to the Executive Director of the Authority for all contracts \$200,000 and under.

B. Methods of Procurement:

A. The Virgin Islands Water & Power Authority utilizes two methods for procuring goods and services:

- i. Open Market Purchases occur when the Authority solicits quotes for the performance of services from two or more vendors. Open Market Purchases may be carried out via Purchase Order and comply with the procedures therefore. In the case of contracts, open market purchases shall only be used when a waiver of competitive bid is obtained.
- ii. Formal Advertising occurs when the Authority advertises for competitive bids in the local newspaper and/or other advertisement media. Competitive bids shall be carried out via a Contract and comply with the Contract Administration Guidelines.

C. When to Use a Contract vs. Purchase Order

a. Purchase Orders

- i. Purchase Orders may be used when the Authority seeks to:
 1. Purchase any materials, parts, supplies, and/or equipment, the total cost of which is in an amount that is \$100,000 or less;
 2. Enter into an agreement for a construction, maintenance, repair and/or installation project the total cost of which is in an amount that is \$100,000 or less; or

3. Retain professional services the total cost of which is in an amount that is \$50,000 or less.
- ii. The solicitation of projects, services or materials shall not be artificially divided so as to constitute a small purchase under this section. The practice of dividing purchases unnecessarily to force the use of small purchase procedures/Purchase Order is known as “bid splitting” and is prohibited.

b. Contracts

- i. All purchases meeting the thresholds stated below shall be conducted using Contracts and formal advertising. Under formal advertising, WAPA publicly advertises for competitive bids. This competitive process permits consideration of factors other than price, such as discussions with the Bidders concerning offers submitted, negotiation of contract price or estimated cost and other bid terms and conditions, and revision of proposals before the final contractor selection and the withdrawal of an offer up until the point of award. Awards are made to the most responsive bidder that provides the proposal that is most advantageous to the Authority, considering such factors as the Bidder’s ability to perform the work of the kind involved in the bid under consideration, the Bidders’ past experience, time of delivery, method and time of payment, etc. and not solely the lowest price.
- ii. Unless exempted by law at Title 30 of the Virgin Islands Code, section 116 and in accordance with the Authority’s waiver process, the Authority must for all contracts utilize its statutorily defined competitive bidding procedure and its Contract Administrative Guidelines when it seeks to:

1. Purchase any materials, parts, supplies, and/or equipment, the total cost of which is in an amount that is greater than \$100,000;
2. Enter into an agreement for a construction, maintenance, repair and/or installation project for the operation and maintenance of the Authority's Line, Water and Plant facilities or for administration purposes the total cost of which is in an amount that is greater than \$100,000; or
3. Retain professional services the total cost of which is in an amount that is greater than \$50,000.

c. Exception:

The Authority reserves the right, given the complexity and risks associated with any purchase, requests for services or the completion of any projects, or when it is determined to be in the best interest of the Authority, to utilize its competitive bidding procedures instead of a purchase order.

**COMMUNICATION WITH AUTHORITY BOARD MEMBERS/EMPLOYEES/
EVALUATION COMMITTEE**

All communications, written or oral, regarding any RFP, IFB or solicitation of quotations must be submitted to the Authority's Manager of Contract Administration or Designee. Any oral or written contract made by a bidder to any Authority Board Member, Officers, Director, employee or the member of the Authority's Evaluation Committee that is aimed at influencing the results of this procurement is prohibited and may be grounds for disqualification.

III. Definitions

- **IFB or Invitation for Bid:** As used in the following policy shall mean all formal, advertised or publicized invitations by the Authority for goods or services, setting forth detailed specifications, plans, terms and conditions such that flexibility is limited in altering the proposal/bids.
- **RFP or Request for Proposal:** As used in the following policy shall mean all requests for proposals by the Authority for goods and services, wherein the request is not detailed and where negotiations may occur with greater flexibility with all proposals within the competitive range.
- **Addenda/Change Order:** Written or graphic documents issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda (**form included**).
- **Bid Bond:** Assurance that the Bidder will not withdraw the bid and will sign the contract if it is offered (**form included**).
- **Bidding Documents:** The documents issued to bidders during the procurement process.
- **Bidding Requirements:** Documents consisting of the Invitation to Bid (IFB), Request for Proposal (RFP), Instruction to Bidders, and the Bid Form. May also include plans, drawings and specifications.
- **Contract Agreement:** The written document signed by the Authority and the Contractor that is the legal instrument through which the relationships and obligations between the Authority and Contractor are defined.
- **Contract Documents:** The legally enforceable documents, plans, specifications, etc. that become part of the contract when the agreement is signed.

- **Drawings:** Graphic representations of the work upon which the contract is based that shows the materials and their relationship to one another.
- **General Conditions:** The general clauses that establish how the project is to be administered.
- **Notice of Award:** A formal notification to the successful Bidder of the conditional acceptance of the bid or proposal (**sample included**).
- **Notice of Non-Award:** A formal notification to the unsuccessful bidders (**sample included**).
- **Notice to Proceed:** A contract document that establishes the effective date of the contract and directs the Contractor to begin work (**form included**). Document is processed by the end user Project Coordinator. (Document is signed by contractor and project coordinator)
- **Performance Bond:** Assurance that, should the Contractor fail to perform any of the terms and conditions of the contractual agreement, the surety under the bond ensures the completion of the contract thereby protecting the Authority against loss up to the pecuniary amount of bond penalty (**form included**).
 - **Performance Bond Commitment Letter (submitted with bid package and evidence that contractor can provide performance bond)**
- **Technical Specifications:** Written, descriptions of work to be performed or copies of all plans, designs, or drawings showing how the work is to be performed.
- **Scope of Work:** A written summary of the work to be performed as part of the contract.
- **Supplementary Conditions:** These modify or supplement the general conditions as needed to provide for requirements specific to a project.

- **Business License:** A document that is issued by the Government of the Virgin Island authorizing the conduct of business in the territory. This document must be obtained by all contractors desiring to do work with the Authority. Information should be requested from the Licensing and Consumer Affairs Department at (340) 774-3130, St. Thomas; and (340) 773-2226, St. Croix.
- **Liquidated Damages:** Penalty assessed to the contractor for delay incurred in performing the work by the time stated in the contract. Liquidated damages should be determined by the requesting department and placed in IFB's and RFP's.
- **Insurance:** Documents guaranteeing the Authority's protection against loss. As outlined in all three included terms. (See appropriate General Contract Terms for appropriate limits). Limits may or may not be reduced by end user and approved by management.
- **Evaluation Committee:** Committee formed by the Executive Director to evaluate RFP's and IFB's. The Contract Administration Manager or designee is always included as an ex-officio non-voting member.
- **Project Coordinator:** Authority representative responsible for managing identified project (usually before, during, and up to completion of a specified job). Once a contract is awarded, the Project Coordinator becomes the liaison between the Contractor and the Authority, specifically the Contract Administration Department.

IV. Procedures for Specifications Received by Contract Administration

The following are the procedures that shall be followed in the preparation and administration of all RFP's and IFB's.

- A. Prior to final preparation and with reasonable opportunity for review and comment, all Request For Proposals (RFP's) and Invitation For Bids (IFB's) shall be forwarded by the division head responsible for the proposal or bid to:

- General Counsel
- An engineer not previously involved in the project
- Any other appropriate Authority Personnel

Written comments must be prepared and returned to said division head, with copies to appropriate personnel within three (3) business days of receipt. The division head shall cause all comments received to be reviewed, and if acceptable, incorporated in the RFP or IFB specifications. **It is the responsibility of the Department/Project Coordinator issuing the RFP or IFB to track it at each approving level until it arrives at the Contract Administration office from the Executive Director for distribution to bidders.**

- a). When the above process is completed, the end user Department forwards “complete” specification to the Executive Director for approval with a suggested bidders list.
- b). Executive Director approves or disapproves. If the specification is approved, Executive Director forwards approved specification to Contract Administration for distribution to bidders.
- c). Contract Administration prepares packages for distribution within 3-5 days of receipt. Additional bidders may be added by Contract Administration to submitted bidders list.
- d). Contract Administration before final distribution to vendors, may discuss dates (mandatory Pre-bid meeting, and due dates) with end user to ascertain that they are available to answer bidders questions if necessary.

All specifications and subsequent contracts must include language, when appropriate, for each of the following:

- Prohibition on the payment of taxes
- Any and all exceptions, including exceptions to the Professional, General and Equipment & Supplies Contract Terms

- Performance Bond
- Oil Spill Control
- V.I. Business License
- Liquidated Damages
- Insurance
- Licensing of Engineers and other professionals
- Acceptance of the General Contract Terms by the Contractor/Bidder/Supplier; the price includes all costs including taxes, licenses, and permitting costs
- Local labor clause

Note: The Authority shall reserve the right, notwithstanding the submission by the bidder of the bid response excluding any of the aforementioned provisions, to bind the contractor to the terms of its bid request and the Authority's General Contract Terms at no additional consideration to the Authority. Exceptions to the Authority's contract terms shall not be binding on the Authority unless agreed to in writing by the Authority.

All bid responses shall adhere to the terms of the Authority's bid request. Specifically, those pertaining to the bidder/contractor's responsibility for taxes, performance bond, insurance, and liquidated damages, are of paramount importance and shall be applicable

- B.** Final specifications for all proposals and bids should be reviewed by the Manager of Contract Administration or designee prior to distribution to ascertain that documents sufficiently protect the interests of the Authority.

Note: All actions referenced herein shall be taken by the indicated person(s) or someone authorized or assigned in that person(s) absence.

- C.** All proposals and bids must at all times be forwarded to prospective contractors or advertised under the supervision and management of the Manager of Contract Administration or her designee. The General Contract Terms, Professional Terms and General Contract Terms for Equipment and Supplies are an

integral part of any IFB/RFP. Therefore, all such proposals and bids must be forwarded to Contract Administration with a copy of the current General Contract Terms (or terms applicable) attached. *(See attached copy)*. No proposal or bid shall be considered complete, absent an express acceptance by the prospective Contractor or supplier of the General Contract Terms.

D. All proposals and bids shall state a deadline for responses. On that date or on another date specified on the proposal or bid, Contract Administration shall publicly open and announce the response and price of each bidder. It is the bidder's responsibility to ensure that its sealed bid is present at the Authority on the day bids are opened. The Authority is not responsible for delays due to untimely delivery by the U.S. Mail. Untimely bids shall be returned unopened to the sender.

E. Pursuant to 30 VIC section 116a all proposals and bids must be advertised; except, when:

- An emergency requires immediate delivery
- Repair parts, accessories, or supplemental equipment or service are required for supplies or service previously furnished or contracted
- Professional, financial or other expert services or work are required and the Authority shall deem it in the best interest of good administration that contracts therefore be made without such advertisement
- Prices are non-competitive because there is only one source of supply or because of the regulation under law.

(The requirement of advertisement shall not in any way interfere with the Authority's practice of also forwarding specifications to former contractors or other persons known to provide the requested materials or supplies. Such practice shall not be substituted for the requirement of advertising, however.)

For purposes of this section, an emergency or other exception resulting in waiver of advertisement shall be determined by the Executive Director. The Executive Director may appropriately find that an emergency exists when an urgent and unexpected situation occurs where health and public safety or the conservation of public resources is at risk. Reasonable attempts should be made however to obtain at least two written quotations. The Executive Director upon finding that an emergency or other exception exists shall be evidenced by the **waiver form** to the Contract Administration Department and the appropriate file specifying the reasons for the exception. Unless an emergency exists, local publications must always be used and other publications maybe used as deemed appropriate by the Manager of Contract Administration or Management Personnel.

- **Waiver Form**

The Waiver Form must be used each and every time that a contract, to include contracts for professional services, is not secured through the Competitive Bid Process. This waiver is supported by the law at 30 V.I.C. Section 116 which exempts certain services from competitive bidding. We do not, however, document exemption. Written waivers of competitive bids must be obtained to ensure there is a document that verifies the fact that the competitive requirement of the law was taken into consideration and that a formal request for a waiver that met the requirements of the law was made to the Executive Director. As such, all contracts that are not advertised need to be accompanied by the Waiver Form document.

- F. All proposals and bids from prospective contractors must be received by Contract Administration. Similarly, all communications with prospective contractors shall be delivered and received by the Manager of Contract Administration or designee; except, those communications forwarded by the Evaluation Committee may be exchanged, where essential to facilitate the project, by member (s) of the Evaluation Committee. Where responses from prospective contractors take exception to any provision of the specifications or General Contract Terms, the Evaluation Committee shall review and provide written documentation to Contract Administration, the Legal Department and/or other appropriate persons for submittal to bidders

for clarification. No recommendation can be made by Evaluation Committee unless exceptions to contract terms have been received by the Legal Department.

- G.** All permits and licenses (e.g. CZM, Army Corps of Engineers, EPA, etc.) that are normally obtained by the owner/Authority and that are necessary for the implementation of the project must be obtained by the Director of Systems Planning, and shall be in possession of the Director who initiated the project prior to initiation of work on the project. Performance by the Authority of any portion of the contract shall, by terms of the contract, be conditioned on the actual receipt of all such permit and licenses.

V. Administration of Proposals and Bids Received From Bidders

- A.** An Evaluation Committee shall be established for review and comments regarding all proposals and bids as determined by the Executive Director. But when the evaluation committee exists it shall consist of at least three (3) persons, and only one (1) of the three (3) persons shall be assigned to the Division/Department responsible for the project. **The Evaluation Committee will be selected by the Executive Director for all projects.**

Additionally, the Manager of Contract Administration shall be an ex-officio member of all such Evaluation Committees and may participate to the fullest extent in the formulation of comments and ascertain that contract guidelines are followed.

- B.** Evaluation Committee members while evaluating proposals/bids, should not communicate with prospective contractors regarding specific detailed matters necessary for an adequate evaluation. Where possible, communications should be via the Manager of Contract Administration or designated alternate. At all times copies of all such communications and responses shall be provided to the Manager of Contract Administration when forwarded and received. At no time shall any such communication embellish, limit or diminish the integrity of the evaluation process or the project.

C. Evaluation of Competitive Bids: The evaluation process for RFPs, and IFBs shall include an analysis of the exceptions taken by bidders to the Authority's General Contract Terms, Professional General Contract Terms or Contract Terms for Purchase of Equipment and Supplies. This will not only ensure that the Authority has better leverage in negotiations, but will avoid delays in the contract preparation process, caused by protracted contract negotiations that occur when proposals with numerous exceptions to our standard legal terms and conditions are selected. Therefore, during the evaluation process, copies of exceptions to the Authority's legal terms and conditions that are proposed by responsive bidders shall be submitted to the Office of the General Counsel for review and recommendation. No project award will be approved or forwarded to the Governing Board or Executive Director for consideration without legal review and recommendation regarding exceptions to the various General Contract Terms.

Please also note that this directive applies also to any proposals solicited pursuant to a waiver of the competitive bid process. In such instances, legal review of exceptions to the Authority's standard contract terms and conditions must also occur before waivers are approved or the project is forwarded for final consideration.

D. The Evaluation Committee shall prepare a written report that summarizes each contractor's proposal/bid and specifically states how each prospective contractor may or may not be capable of performing as indicated by the specification and General Contract Terms. The evaluation report shall be signed by all committee members and forwarded to the Executive Director and the Manager of Contract Administration assuming there is agreement. Where there is dissent from one or more members of the Committee the objections must be placed in writing, signed and submitted with other comments.

E. Proposals/Bids under \$200,000 may be approved by the Executive Director. Any change orders that increase the total contract price above \$200,000 must be approved by the Governing Board. Change Orders that result in the contract price not exceeding \$200,000 may be approved by the Executive Director.

F. Proposals/Bids over \$200,000 must be approved by the Governing Board. Any change orders to bids approved by the Governing Board must be taken back to the Board for any changes.

- **Contract and Purchasing Process for Summary Request for Governing Board Action Form and Executive Director Action Form**

Summary Requests for Governing Board Action forms and all Summary Requests for Executive Director Action forms must be signed off on by the General Counsel or the Director of Corporate Services evidencing that recommended projects or services have complied with the procurement process of the Authority. Specifically, when a contract is being sought, the General Counsel must verify compliance with the Contract Administration policies. When a Purchase Order is being sought, the Director of Corporate Services must sign the form evidencing that the purchasing requirements have been adhered to.

G. PROCEDURES FOR PROCESSING CHANGE ORDERS:

1. To make changes to the scope of work or increase the contract cost or performance time for contracts that are \$200,000 and under, approval must be received from the Executive Director.
2. Contracts for \$200,000 or more, which require changes to the scope of work, cost of the work, or the term of the contract, require the approval of the Governing Board.
3. Once the change(s) to a contract is approved by the Executive Director or the Governing Board, the Change Order form must be prepared by the Project Coordinator for execution by the Authority and the Contractor.
4. The Project Coordinator must sign the Change Order form and obtain the signature of the Contractor. Thereafter, the Change Order form, along with any attachments, and the executed copy of the Summary Request for Governing Board Action (if project is over \$200,000), must be submitted to Contract Administration for further processing.
5. Contract Administration shall transmit the Change Order form

and accompanying documents to the Office of the General Counsel for review for legal sufficiency.

6. The Office of the General Counsel shall review the Change Order and any attached documents and, if document is deemed legally acceptable, will sign off for legal sufficiency. If the Change Order form is not acceptable, the Project Coordinator shall be contacted by counsel to resolve any outstanding issues.
7. Change Orders executed for legal sufficiency will be returned to Contract Administration for execution by Executive Director, and dissemination to the Project Coordinator and Contractor.

VI. Contract Review After Contract Award

Once contract is approved by the Governing Board or Executive Director, contract documents are submitted to the Manager of Contract Administration or Designee who will forward appropriate contract documents to Legal Counsel for contract preparation and legal sufficiency.

- A. All contracts documents will be reviewed and the contract drafted in final by the General Counsel's office after supporting documents have been provided by the Manager of Contract Administration or Designee. Evidence of legal sufficiency shall be indicated by the signature of General Counsel or a designee. The Director responsible for the project must be an integral part of all stages of the bidding, negotiation, and drafting of the contract. The Director responsible for the project must also initial the Executive Director's signature line on the final draft of the Contract indicating full compliance with these contract administration guidelines. All contracts shall be assigned a number by the Manager of Contract Administration or her Designee.
- B. After contract preparation, the selected bidder shall be contacted by Contract Administration or General Counsel to execute the contract.

- C. The Executive Director shall sign after all other signatures are affixed and after the contract is forwarded to him only by Contract Administration or General Counsel (this is to ensure that all permits, certificates or insurance, licenses, etc., have been received prior to execution of the contract by the Authority). A completed copy of the original contract shall be maintained by Contract Administration with complete copies being delivered to General Counsel's office, the Contractor, Accounting Department and the Director of the Project Coordinator who is responsible for the project.

- D. All changes to contracts will be made through change order or addendum to said contracts. Change Order preparation will be the responsibility of the end user department and addendum preparation will be the responsibility of the Legal Department.

Procedures for Contract Status: Where is my contract?

1. When contracts are routed to Legal for preparation, the Legal Secretary will log all contracts in the log book along with the name of who is assigned to draft contract.

2. The Legal Secretary will advise the Director of the division, where the project originated, that the contract has been received by Legal for preparation, and will further advise who is preparing the contract, and that all questions pertaining to contract preparation should be directed to that person. Contract Administration will be copied on this email.

3. When contract has been approved for legal sufficiency and is being routed to the Contract Division for processing, the Legal Secretary will advise the Division Director where the project originated that the contract has been sent to the Contract Administration for processing. Contract Administration will be copied on this email.

4. When the contract is sent to the contractor for execution, the Contract Administration Assistant will send an e-mail to the Division Director for the project that contract has been sent to the Contractor for execution. If contract execution is being held

-up for documents or other issues, the Contract Administration Assistant will notify division head accordingly.

5. General Counsel will be copied on all emails above.

VII. Role of Project Coordinator

- A. The role of the Project Coordinator, as he or she interfaces with Contracts Administration, is to provide the technical support and project management necessary to bring a project in on time and within contract price.
- B. The Project Coordinator is responsible for scheduling, monitoring and reporting changes and their impact, managing and controlling the plan during the progress of the work, and communicating his analysis of the above to Contracts Administration and his Division Director in writing at least every 30 days.

VIII. Federal Funded Projects

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. In this regard, the attached guideline must be followed accordingly. Also, please be minded that to preserve the integrity of the bid process, there must be no unsolicited communications, written or oral, regarding the procurement from a bidder to Authority representatives. It is anticipated that everyone will cooperate by following these new requirements.

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, absent compliance reasons, 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, absent compelling reasons, award a contract to a contractor 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 Excluded Parties Listing System (“EPLS”) as compiled by the General Services Administration (“GSA”), to determine if contractors or any of its subcontractors have been debarred or suspended.

The Authority reserves the right to waive a contractor or subcontractor’s exclusion, and enter into a contract with a debarred or suspended contractor, if the Authority determines, in writing, that there is a compelling reason to do so, Compelling reasons exist when: (1) goods or services are available only from the excluded contractor; (2) an urgent need dictates dealing with the excluded contractor; (3) reasons related to the Territorial Emergency as declared by the Governor of the Virgin Islands requires dealing with the excluded contractor.

The Authority will make semi-annual checks on the Excluded Parties Listing System (EPLS) 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 remain in effect unless such contract(s) is terminated for default, or default, or for convenience under separate provisions of the contract.

- **Excluded Parties List System (EPLS)**

Contract Administration is responsible for monitoring and ensuring appropriate use of Grant Funds provided by the Federal Government.

Once contractor/vendor has been selected, go to the Federal Government website (www.epls.gov) and verify if contractor is on the suspended or disbarred listing.

How it works:

1. www.epls.gov/
2. **Go to left hand side and click on “Advanced Search”**
 - **Please acknowledge the “Important EPLS Advanced Search Information” then click the “X”.**

3. **Input an exact name (you can also search partial name)**
 - **Action dates**
 - **Classification – select all**
 - **Exclusion type – select all**
 - **Country – select VQ – Virgin Islands**
4. **Press “search”**
5. **Wait for displayed results**
6. **Place results in contract file.**

IX. Provisions in Requests for Proposals and Invitations for Bid

The following provision shall be stated on each RFP and IFB when applicable:

ALL BID RESPONSES SHALL ADHERE TO THE REQUIREMENTS OF THE AUTHORITY'S BID REQUEST OR PROPOSAL AND THE AUTHORITY'S GENERAL CONTRACT TERMS. THOSE REQUIREMENTS PERTAINING TO THE BIDDER/CONTRACTOR'S RESPONSIBILITY FOR TAXES, PERFORMANCE BOND, BID BOND, INSURANCE, HIRING OF LOCAL WORKERS AND LIQUIDATED DAMAGES, ARE OF PARAMOUNT IMPORTANCE AND SHALL APPLY, UNLESS EXPRESSLY WAIVED BY THE AUTHORITY.

THE BIDDER/CONTRACTOR'S RESPONSE MUST EXPRESSLY STATE THE TERMS AND CONDITIONS OF THE AUTHORITY'S GENERAL CONTRACT TERMS WITH WHICH THE BIDDER/CONTRACTOR DOES NOT AGREE AND PROVIDE ALTERNATIVE LANGUAGE THEREFOR. THE AUTHORITY RESERVES THE RIGHT DEPENDING ON THE STATED EXCEPTIONS TO THE GENERAL CONTRACT TERMS TO CONSIDER ANY RESPONSE OF BIDDER/CONTRACTOR

UNRESPONSIVE AND NOT SUBJECT TO FURTHER CONSIDERATION. NO EXCEPTIONS TO THE AUTHORITY'S CONTRACT TERMS SHALL BE BINDING UNLESS EXPRESSLY AGREED IN WRITING BY THE AUTHORITY.

ALL QUESTIONS AND INQUIRIES REGARDING ANY MATTER AFFECTING THE BID/PROPOSAL OR THE CONTRACTOR'S POTENTIAL RESPONSE MUST EXCLUSIVELY BE DIRECTED TO THE AUTHORITY'S MANAGER, CONTRACT ADMINISTRATION, MS. MADELINE STEVENS WEBSTER OR DESIGNEE.

RFP's/IFB's IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL TERMS AND CONDITIONS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A PROPOSAL IN RESPONSE TO AN RFP/IFB AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH PROPOSAL SHALL BE BORNE BY THE RESPONDENT. WHILE WAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN AN RFP/IFB, WAPA MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED HEREIN OR OTHERWISE PROVIDED TO ANY RESPONDENT BY OR ON BEHALF OF WAPA. WAPA SHALL HAVE NO LIABILITY RELATING TO OR ARISING FROM ANY SUCH INFORMATION OR THE USE THEREOF. RESPONDENTS 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/IFB IS NOT AN OFFER OR COMMITMENT AND IS NOT CAPABLE

OF BEING ACCEPTED TO FORM A BINDING AGREEMENT. WAPA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO WITHDRAW OR MODIFY THE RFP/IFB 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/IFB, AND TO ENTER INTO FURTHER DISCUSSION OR INTERVIEWS WITH ANY ONE OR MORE RESPONDENTS.

GENERAL CONTRACT TERMS:

The Authority's General Contract Terms shall be applicable to the Bidder/Contractor. The Bidder's response must expressly state those provisions of the Authority's General Contract Terms with which the Bidder/Contractor does not agree. The Authority reserves the right to consider any exceptions taken to the general Terms and Conditions to be unresponsive and not subject to further consideration, depending on Bidder/Contractor's response and stated exceptions to the Authority's General Contract Terms.

TAXES:

The Bidder/Contractor if awarded the Contract may be subject to gross receipt taxes; and import taxes due to the geographical location of the U.S. Virgin Islands. The Bidder/Contractor is advised to contact the Virgin Islands Bureau of Internal Revenue, (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 Bidder/Contractor's tax liability.

The Price proposed by Bidder/Contractor shall be the total consideration paid Bidder/Contractor for all Work performed by the Bidder/Contractor pursuant the Contract. Payment of any taxes, custom, duties, gross receipts, excise or other fees or taxes shall be the sole responsibility of the Bidder/Contractor. The Authority shall not be responsible in any way for any taxes such as customs and duties, excise, gross receipts, or other fees.

Pursuant to 33 VIC section 44(a) (b) of the Virgin Islands Code, 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 of 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 equal to 4% of such payment. 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 \$120,000 or more.

In Contracts for the supply of equipment, supplies, materials or parts for the Authority's operation, by a Bidder/Contractor, where the equipment might be subject to custom duties and/or excise taxes the Authority may accept consignment of the equipment, materials, supplies or parts at a port other than the Virgin Islands for the sole purpose of materials, equipment, supplies or parts not being subject to excise and customs duties; provided, however that the Bidder/Contractor must expressly states the terms of such consignment, the cost of transportation or shipment from such foreign port and provides insurance against loss or damage in the amount of 120% of the value of the item(s) is provided for the benefit of the Authority. Otherwise, the Bidder/Contractor shall bear the cost of all taxes, customs and duties, excise, gross receipts and other fees incurred by Bidder/Contractor in the performance of the Work.

PERFORMANCE BOND/LETTER OF CREDIT:

Bidder/Contractor shall 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 the bid response. The Commitment letter, the format which will be provided by the Authority, shall guarantee the surety will, prior to execution of a contract, provide a bond in an amount as indicated in Paragraph 22 of the Authority's General Contract Terms, unless different terms are indicated by the Authority. The Bond shall remain in effect throughout the entire duration of the Contract and for a warranty period of not less than one (1) year after the Authority has accepted the Work.

A copy of the performance bond must be presented to the Contracting Officer of the Authority prior to execution of the Contract. Failure by Bidder/Contractor to present its performance bond when requested prior to execution of the contract shall be grounds to consider the Contract void.

Any bond provided must provide for the coverage of any and all changes to the contract that adds to the scope of work. Businesses owned and managed by Virgin Islands residents may fulfill the performance bond requirement by agreeing that the Authority may retain 35% of the total contract consideration until final acceptance of the Work by the Contracting Officer, in accordance with the terms and conditions of the contract. Such exception may only be exercised by companies when the contract considered is \$500,000.00 or less.

In addition to the above, a Contractor may, in lieu of a performance bond, be allowed to provide a letter of credit upon the express written permission of the Authority's Contracting Officer. The amount of the letter of credit must correspond with the amount required for the performance bond. The terms of the letter of credit must adhere strictly to the Authority's sample letter of credit, which will be furnished upon request. Any variations from the terms of the proposed letter, without the consent of the Authority's Contracting Office may, at the Authority's option, result in rejection of the letter of credit, and the bidder/contractor shall be required to post a performance bond to secure performance.

BUSINESS LICENSE:

Bidder/Contractor must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. All necessary and applicable license(s) shall be obtained by the Bidder/Contractor and copies presented to the Contracting Officer prior to execution of the Contract. Additionally, Bidder/Contractor must supply the Authority with its taxpayer identification number. Failure by Bidder/Contractor to present its license(s) prior to execution of the contract and within a reasonable time upon request shall be ground to rescind or void the Contract.

In accordance with 27 VIC § 303b, any Contractor having a business license in the Territory is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Notices of vacancies shall include the title of the position, if any, the proposed salary, any required qualifications, the general duties of the position, and the name, address or telephone number of the person to be contacted by applicants for the position. For the purposes of the law, "position" means employment at an hourly, monthly or yearly salary, intended to last at least 30 hours per week and for one month or more, but does not include temporary or day workers. Anyone requesting

information or guidance on this requirement is urged to contact the Department of Labor at 340-776-3700.

LIQUIDATED DAMAGES:

The Authority shall assess liquidated damages solely for Bidder/Contractor's delay in performing the work. For each day that the project extends beyond the specified completion date, for any cause other than excusable causes as defined in Paragraph 13a of the attached General Contract Terms, the Bidder/Contractor and his sureties shall be liable to the Authority and shall be assessed a liquidated damage in the amount of \$_____ subject to a maximum of liquidated damages not greater than \$_____ 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.

INSURANCE:

The Bidder/Contractor is required to obtain and maintain in effect the following insurance coverage pursuant to Clause 21 of the General Contract Terms and Clause 14 of the Professional General Contract Terms. In addition, the Bidder/Contractor shall submit proof of insurance coverage to the Contract Specialist upon award of the Contract. Failure to obtain the necessary insurance shall be grounds to void the Contract.

1. The Contractor shall at his expense before any work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on the part of the Work to be performed in the Virgin Islands.

The minimum insurance requirements are:

- a. Workmen's Compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of the work in accordance with the statutory requirements of or applicable to the Virgin Islands.

- b. Comprehensive General Liability including:
 - Premises-Operations
 - Independent Bidder/Contract
 - Products and Completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Explosions and Collapse Hazard
 - Underground Hazard
 - Personal Injury with Employment Exclusion deleted
 - (i) Public Liability per person and per accident (not in the aggregate) \$2,000,000.00
 - (ii) Excess liability, Property Damage and Bodily Damage per accident (not in the aggregate) \$2,000,000.00
 - c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not aggregate) \$2,000,000.00
 - (ii) Property Damage (per accident) (not in the aggregate) \$100,000.00
 - d. All Risk Builder's Insurance covering losses or damage to equipment and materials for incorporation in or use in the work delivered to the Virgin Islands, and the damage to the work itself, in an amount equivalent to the Contract price rounded upwards to the nearest \$50,000.00
 - e. When applicable, Project Specific Engineers, Architects, and/or other Design Professional Negligent Acts, Errors and Omission Liability Insurance in an amount of not less than \$_____ shall be procured for the project.
2. The Certificates thus required shall provide that sixty (60) days written notice shall be given to the Authority prior to cancellation of any policy. Work shall not proceed in the Virgin Islands until such certificates or letters of coverage are in the possession of and approved by the

Authority. The Contractor shall name the Authority as an additional assured, as its interest may appear on all insurance policies obtained or maintained by him pertaining to the part of the Work to be performed in the Virgin Islands.

3. Policy must include a Hold Harmless Agreement in the General Liability section.
4. Products and completed operations coverage shall be maintained for a minimum period of one year after final payment.
5. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 60 days written notice prior to cancellation or non-renewal. In the event the Contractor's insurance policy expires, or is cancelled prior to the completion of the work of expiration of the contract, the Contractor shall provide the Authority with a commensurate replacement policy before the policy's effective date of expiration. If the Contractor does not provide the replacement policy, the Contractor shall be deemed in default pursuant to Clause 12 of the General Contract Terms.

ENVIRONMENTAL RESPONSIBILITY:

The Bidder/Contractor shall be responsible for complying with 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 oil, petroleum products, or other prohibited Contaminants during the performance of the Contract.

Bidder/Contractor 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.

The Bidder/Contractor shall indemnify the Authority for any and all fines, assessed the Authority as a result of Bidder/ Contractor's failure to adhere to EPA, OSHA and DPNR regulations and directives, and shall further pay all costs, expenses and attorney's fees, in connection therewith. Additionally, the Bidder/Contractor shall indemnify the Authority for the cost of cleaning up all

spills and discharges.

(NOTE: Where CZM, EPA or Army Corps of Engineers Permit(s) have been obtained they shall be specifically referenced and Bidder/Contractor shall be required to perform the work in compliance with such permits.)

EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:

For project involving the construction, improvement, alteration, or repair of a water system, the Bidder/Contractor must comply with 31 VIC Section 271 and 272, which provides that a Bidder/Contractor and any Subcontractor of the Bidder/Contractor shall hire only United States Virgin Islands residents, except as provided below. Bidders are urged to obtain and review the requirements of this law.

In accordance with 27 VIC § 303b, any Contractor having a business license in the Territory is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Anyone requesting information or guidance on this requirement is urged to contact the Department of Labor at 340-776-3700.

FEDERAL FUNDED PROJECTS

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.

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, absent compliance reasons, 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, absent compelling reasons, award a contract to a contractor 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 Excluded Parties Listing System ("EPLS") as compiled by the General Services Administration ("GSA"), to determine if contractors or any of its subcontractors have been debarred or suspended.

The Authority reserves the right to waive a contractor or subcontractor's exclusion, and enter into a contract with a debarred or suspended contractor, if the Authority determines, in writing, that there is a compelling reason to do so, Compelling reasons exist when: (1) goods or services are available only from the excluded contractor; (2) an urgent need dictates dealing with the excluded contractor; (3) reasons related to the Territorial Emergency as declared by the Governor of the Virgin Islands requires dealing with the excluded contractor.

The Authority will make semi-annual checks on the Excluded Parties Listing System (EPLS) 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 remain in effect unless such contract(s) is terminated for default, or default, or for convenience under separate provisions of the contract.

COMMUNICATION WITH AUTHORITY BOARD MEMBERS / EMPLOYEES / EVALUATION COMMITTEE MEMBERS

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

X. PROJECT CLOSEOUT

Project closeout refers to those activities involved with the orderly transfer of the completed project from the Contractor to the Authority.

Closeout Meeting

The closeout meeting is used to review requirements for the completion of the contract and to obtain submittals of the necessary final documents. Some issues that must be addressed at a closeout meeting are:

- Final Cleaning
- Preparation for Final Inspection
- Closeout Submittals
- Contractor's Demobilization of Site
- Operation and Maintenance

Closeout Submittals

- Written notices of final completion
- Final application for payment
- Project record documents
- Operation and maintenance date
- Spare parts and maintenance materials
- Warranty information

Final Completion

The final completion procedure will be once the Contractor notifies the Project Coordinator that the work is completed and submits required closeout documents, including a final application payment. The Project Coordinator should review the Contractor's final application for payment and closeout submittals, and then conduct a final inspection to determine completion of the work. A project is to be considered to have final completion when the project is complete according to the contract documents. When the Project Coordinator determines that the Contractor's work is completed, the final application for payment should be signed and transmitted to the Director of Systems Planning recommending final payment, including retainage. The date of approval of this application for payment becomes the date of final completion.

Before certifying the Contractor's final application for payment, the Project Coordinator should thoroughly review all of the contract requirements relating to liquidated damages and penalty/bonus provisions. The Project Coordinator should calculate the amount, if any, and apply based on the requirements of the contract documents.

Certificate of Final Completion

Upon approval of the final payment, the Project Coordinator should prepare a summary report. The report should include a detailed description of the

actual work done and information pertaining to actual project cost and project duration. The summary should also include a statement of any problems encountered during the course of the project. This report should be distributed to the appropriate end user Director, the department head of the originating department, and the Contract Administration Department.

Project Summary

Upon the completion of an engineering project, the Project Coordinator should prepare a summary report. The report should include a detailed description of the actual work done and information pertaining to actual project cost and project duration. The summary should also include a statement of any problems encountered during the course of the project. This report should be distributed to the department head of the originating department, and the Contract Administration Department.

CONFIDENTIALITY OF BID DOCUMENTS

Bidders are hereby advised that any and all materials, information, documentation included in any proposal/bid and submitted in response to this RFP/IFB shall become a record of the Authority and may be subject to the provisions of the 3 V.I.C. § 881 ("Freedom of Information Act" or "FOIA"). The FOIA requires the disclosure of public documents upon request of any citizen unless the public document is deemed to be confidential or otherwise exempted by law. Proposers are encouraged NOT to include in their proposals/bids any information that is confidential as that term is defined in FOIA. Bidders are hereby advised to keep all confidential or otherwise exempt information separated and isolated from other material in the proposal/bid, labeled "CONFIDENTIAL", and enclosed in a separate envelope. The Authority, however, has no obligation to initiate, prosecute or defend any legal proceedings or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The bidder has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Authority or any of its staff have liability for disclosure of documents or information in the possession of the Authority, which the Authority or such staff believes to be required pursuant to the FOIA or other requirements of law. Bidders are hereby advised that the Authority shall disclose any and all information submitted in response to this RFP/IFB, including information labeled "CONFIDENTIAL," with its consultants who assist in the evaluation of proposals/bids.

BID AWARDS

It is the intent of the Authority to award the bid to the lowest responsive, responsible and qualified bidder with the proposal that is most advantageous to the Authority. The Authority, in addition to taking into consideration the Bidder's compliance with the terms and conditions of the bid specifications, shall also consider the bidder's ability to perform work of the kind involved in the bid under consideration, the relative quality and adaptability of materials, supplies equipment or services, the time of delivery or the performance offered and the Bidder's past performance with the Authority.

**BID/PROPOSAL
PROTEST
PROCEDURES**



VIRGIN ISLANDS
WATER
AND **POWER**
AUTHORITY

VI WATER & POWER AUTHORITY
DEPARTMENT OF CONTRACT ADMINISTRATION

Protest Procedures
(Invitation for Bids, Request for Quotations, and Request for Proposals)

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I. Definitions

1. The term “**Authority’s Contracting Officer**” as used herein shall mean the Authority’s Executive Director, or his designee.
2. The term “**Days**” as used herein shall mean the Authority’s actual working days.
3. The term “**Designee**” is the individual assigned by the Contracting Officer/Executive Director to investigate and make findings and recommendations regarding the protest to the Contracting Officer/Executive Director who will ultimately decide the protest issue(s).
3. The term “**Interested party**” as used herein shall mean any person (a) who was an actual bidder in the procurement involved and whose direct economic interest would be affected by the award of the contract or by a failure to award the contract; (b) who demonstrates compliance with these procedures, the terms of the Invitation for Bids (IFB), and the contract documents or Request for Quotations (RFQ) or Request for Proposals (RFP), as applicable; and, (c) who demonstrates compliance with these Solicitation and Contract Protest Procedures.
4. The term “**Protest**” as used herein shall mean properly conforming disputes submitted by a Protestor regarding the awarding of any contract related to the Authority’s procurement of materials, parts, supplies, and equipment, or construction, maintenance, repair and installation projects or professional services acquired through the competitive bidding process as found at 30 V.I.C. § 116, and the Authority’s Contract Administrative Guidelines.
5. The term “**Protestor**” as used herein shall mean an Interested Party who disputes the awarding of a contract for the procurement of, materials, parts, supplies, and equipment, or construction, maintenance, repair and installation projects or professional services needed by the Authority.

II. Authority’s General Solicitation and Contract Protest Policy

The Virgin Islands Water and Power Authority, hereinafter the (“**Authority**”), has prepared this Protest Procedures policy to ensure that all Protests regarding the awarding of a contract for needed materials, parts, supplies, and equipment, or construction, maintenance, repair and installation projects or professional services are fairly and adequately resolved.

The Authority’s primary concern with regard to the resolution of a Protest regarding the awarding of a contract is the timely procurement of needed materials, parts, supplies, and equipment, or construction, maintenance, repair and installation projects or professional services. The Authority will not allow the filing of a Protest to unnecessarily delay the procurement process, especially if the protest involves a vexatious or frivolous claim.

The Authority will provide a thorough review of all Protests to the extent they conform to the requirements and procedures herein.

All properly submitted Protests regarding the awarding of any contract for needed materials, parts, supplies, and equipment, or construction, maintenance, repair and installation projects or professional services, which conform to the requirements and procedures herein will, upon receipt, be forwarded to the Authority's Contracting Officer/Executive Director for evaluation. The Authority's Contracting Officer/Executive Director, after an evaluation of all materials submitted by the interested party, and review of the solicitation process will make a final determination regarding the Protest.

In its consideration of a Protest, the Authority reserves the right to give consideration to the good faith efforts of the Interested Party to resolve the issue involved through informal methods.

III. Subject of Protest

A Protestor may file a Protest based upon the Authority's failure to comply with any applicable local laws or regulations, its Contract Administrative Guidelines, or the winning bidder's noncompliance with the terms of the Invitation for Bids (IFB) Request for Qualifications (RFQ) or Request for Proposals (RFP), as applicable.

IV. Necessary Contents of Protest

The Protest must include the following information:

1. The name, address, telephone, email contact and facsimile number(s) of the Protestor;
2. The Authority's request, specification and/or contract solicitation number;
3. All information necessary to establish that the Protestor is an Interested Party;
5. A written statement detailing the grounds for the Protest including the particular local laws or regulations, or the particular section of the Authority's Contract Administration Guidelines, which the Protestor believes the Authority violated; or the specific aspect of the winning bid's noncompliance with the terms of the Invitation for Bids (IFB), Request for Quotations (RFQ) or Request for Proposals (RFP), as applicable.
6. All relevant documentation supporting the Protest.
7. A statement regarding a proposed course of action that the Protestor desires for the Authority to take with regard to the Protest.
7. All information establishing the timeliness of the Protest;

8. The signature of an authorized representative or agent for the Protestor; and,
9. All Protests must be submitted via Hand Delivery or U.S. Regular Mail, to the following address:

If U.S. Mail to:

Executive Director
c/o the Manager, Contract Administration
Virgin Islands Water and Power Authority
P.O. Box 1450
St. Thomas, Virgin Islands 00804-1450

and

General Counsel
Virgin Islands Water & Power Authority
P.O. Box 1450
St. Thomas Virgin Islands, 00804-1450

If Hand Delivery to:

Executive Director
c/o the Manager, Contract Administration
Virgin Islands Water and Power Authority
8189 Subbase
St. Thomas, Virgin Islands

and

General Counsel
Virgin Islands Water & Power Authority
8189 Subbase
St. Thomas Virgin Islands

If the Protest does not meet the content requirements as stated above, the Authority's Executive Director/Contracting Officer may, at his option, reject the Protest or provide a reasonable time for the Protestor to correct all deficiencies in the Protest. The Authority's Contracting Officer/Executive Director shall not be obliged to postpone a contract award in order to allow a Protestor to correct deficiencies in a Protest.

V. Timeliness of Protest

The Protest must be filed in accordance with the timing requirements as hereby set forth.

The Authority will notify each Interested Party regarding the awarding of a contract via facsimile and/or email communication. Any Protest regarding the awarding of a contract must be submitted to the Authority no later than ten (10) days after delivery of the notification regarding the awarding of a contract. Any protest regarding the award of the contract submitted after such date will not be considered.

It is incumbent upon all Interested Parties to apprise the Authority of any changes regarding the Interested Party's facsimile and/or email contact information. The Authority takes no responsibility for any Interested Party's failure to receive the award notification or the Authority's Solicitation and Contract Protest Procedures due to Interested Party's failure to maintain accurate facsimile and/or email contact information with the Authority.

Deposit in the mail, postage prepaid, of the Protest does not constitute submission. A Protest is considered submitted when the Protest Documents are actually or physically received by the Authority at the address and addressee listed at Section IV (9) above.

VI. Authority's Response to the Protest

Upon receipt of a timely filed Protest, the Authority will notify the Interested Party that said Protest was received. The Authority may, when it deems appropriate, request additional information regarding the Protest from the Interested Party. If additional information is requested, the Interested Party shall have up to five (5) days to submit to the Authority the requested information. The Authority may, in its discretion, meet with the Interested Party to review the issues raised in the Protest.

VII. Protest Procedures

A determination regarding a Protest will be made by the Authority's Contracting Officer/ Executive Director as expeditiously as possible after receiving all relevant information.

A. Notice of Protest

Upon receipt of a timely and properly filed Protest regarding the award of a contract, the Authority will not issue a notice to proceed or submit an order for goods to the winning bidder until the Protest has been resolved, unless the work or supplies are necessary to protect the interests of the Authority. If necessary, the Authority may suspend the Contract Work until the resolution of the protest.

B. Reservation of Rights to Proceed

The Authority's Contracting Officer/ Executive Director reserves the right, notwithstanding the pendency of a Protest, to proceed with the appropriate action in the procurement process or under the contract. In determining to proceed, while a Protest is pending, the Contracting Officer/Executive Director may consider, *inter alia*, the following factors: (a)

that an item to be procured is urgently required; or, (b) that the Protest was vexatious or frivolously filed; or, (c) the delivery or performance will be unduly delayed, or other undue harm will occur, by failure to proceed promptly.

C. Informal Conference

A Protestor may submit a request for an informal conference regarding the Protest. Said request must be received with the Protestors submission of the Protest. The Authority's Contracting Officer/Executive Director may, at his option, hold an informal conference on the merits of the Protest with all interested and available parties within five (5) days of receipt of said request. The Protestor and all Interested Parties will be given at least two (2) days notice prior to the informal conference date.

D. Final Decision

Following the Contracting Officer/ Executive Director's evaluation of a properly submitted Protest, the Contracting Officer/Executive Director will provide a written decision to the Protestor and all Interested Parties. The Contracting Officer/Executive Director's written decision will be sent to the Protestor and all Interested Parties within ten (10) days of receipt of the properly submitted Protest or five (5) days following the informal conference, whichever date is later.

The basis of the decision will be the information submitted by the Protestor, the result of any informal conference, and the Authority's review and investigation of the Protest. The Authority's Contracting Officer/Executive Director will respond to each substantive issue raised by a properly submitted Protest with the level of detail deemed appropriate by the Authority's Executive Director.

The Authority's Contracting Officer/Executive Director's decision shall become final after five (5) days from the date of the decision unless a timely request for reconsideration is submitted as noted below.

E. Reconsideration of a Protest Final Decision

A Protestor may submit a request for Reconsideration of a Protest Final Decision to the Authority's Contracting Officer/Executive Director if: (a) information becomes available that was not previously known and could not have reasonably become known with due diligence; or, (b) the Authority's Contracting Officer's/Executive Director's Final Decision contains an error of law.

The request for Reconsideration of a Protest Decision must be submitted in writing to the Authority's Contracting Officer/Executive Director within five (5) days of the date of issuance of the final determination. The request must include a detailed explanation of the new information and the reason(s) why said information was not known and could not have been discovered through due diligence or what specific error of law is contained in the Final Decision. The

request for Reconsideration of a Protest Final Decision must also state the course of action the Protestor desires that the Authority's take.

VII. Post-Protest Final Decision

The Authority's Contracting Officer/.Executive Director, after the issuance of a written decision, will take all appropriate action. If the Protest is upheld, the Authority's Executive Director may take any appropriate action to correct the procurement process, such as: re-solicitation of bids, revising evaluation of bids, confirmation, or termination of the contract. If the protest is denied, the Authority's Executive Director will lift any imposed suspension and proceed with the contract.

**VIRGIN ISLANDS
WATER & POWER
AUTHORITY'S
CONTRACT
TERMS (3)**

**PROVISIONS FOR
IFB'S AND RFP'S**

VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS

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Virgin Islands Water and Power Authority
General Contract Terms
April 20, 2009

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**VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS**

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term "**Work**" shall mean all work required to construct and/or install the facility or perform as called for by the Contract and described in detail in the Specifications or Request for Proposal, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these General Contract Terms including alterations made before the Contract was signed and changes provided for by Clause 10 hereof.

b. The term "**Specifications**" shall mean the detailed description of, and requirements for, the facility involved or work to be performed, including all plans and drawings, which are a part of the Specifications.

c. The term "**Authority**" shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term "**Contractor**" shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his/her legal personal representatives, successors, and assigns.

e. The term "**Contract**" shall mean the written agreement between the Authority and the Contractor.

f. The term "**Site**" shall mean the area within which the facility is to be constructed and/or installed.

g. The term "**Contracting Officer**" shall mean the person executing this Contract on behalf of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work includes all necessary services, site preparation, construction and/or installation and testing and the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, except as otherwise provided. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his duties or responsibilities thereunder.

c. Any provisions of the Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his complete and undivided responsibility for the means by which the Work is to be performed.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor agrees to commence the Work promptly after award of the Contract and to complete it no later than the Contract completion date.

b. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor or any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

c. The Contract completion date shall be the date specified in the Contract, except as such completion date may be extended under Clauses 10 or 13 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

The Contractor shall, without additional expense to the Authority, obtain all licenses and permits required for the prosecution of the Work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Work. He shall also be responsible for all materials delivered and work performed until completion and final acceptance, except for any completed unit thereof, which theretofore may have been finally accepted.

5. SITE

a. The Site will be furnished to the Contractor by the Authority in its presently existing condition, except as otherwise provided herein.

b. The Contractor represents that he has examined the Site and has taken all other reasonable steps necessary to a full understanding of the physical conditions at the Site and the difficulties which may be encountered in performing the Work because of such conditions, and agrees that his obligation to complete the Work includes all risks due to physical conditions at the Site existing as of the date of his bid. Notwithstanding the foregoing, the Authority assumes the responsibility for apprising the Contractor of any existing underground utilities, which are not visible on inspection, or shown on the available site description drawings, but the Authority guarantees neither their location nor their elevations.

c. Information respecting the Site given in the Specifications or in any drawings is believed to be reasonably correct, but the Authority does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

6. RESPECTIVE RESPONSIBILITIES OF THE PARTIES AT THE SITE

a. The Authority shall establish such general reference points at the Site as will enable the Contractor to proceed to perform the Work with minimum interruption or delay and shall protect and preserve the established reference points and make no change in their location.

b. The Contractor shall perform the Work at the Site in such manner as not to damage existing facilities or jeopardize or unduly interfere with their continued operation. The Authority in turn shall not operate said facilities in such manner as not to jeopardize or unduly interfere with the performance of the Work.

c. The Contractor shall locate all existing underground utilities such as cable, conduit, water pipes, sanitary lines, etc., by hand excavation and shall carefully protect them. Damage shall be immediately repaired by the Contractor at his own expense. Where connections to existing plant equipment are required, they shall be made only with the advance approval of the Contracting Officer.

d. The Authority shall furnish, at its expense, reasonable amounts of water and electric power necessary for the prosecution and performance of the Work at the Site: Provided that power shall be at voltages available at the existing power facilities and, further, the Authority shall not be obligated to purchase water. The Authority shall furnish reasonable access to and use of other utilities at the Site as mutually agreed upon, to the extent that in its sole judgment, such access or use will not hamper or interfere with the operation of existing facilities.

e. The Contractor shall be responsible for furnishing proper protection for the health and life of personnel, for the public, for the Work and all materials, machinery, equipment, tools, and supplies used in the performance thereof, and for the property of others.

f. The Contractor shall keep the Site clean of debris and rubbish and at the completion of the Work shall remove construction equipment and excess construction material and leave the Site clean and ready for use. The Contractor shall confine his offices, change houses, sanitary facilities, warehousing, materials, equipment and storage and the operation of the workmen to such reasonable limits as are required for the execution of the Work and as are acceptable to the Contracting Officer. The Authority shall provide space at the Site for the purpose of enabling the Contractor to install

storage or warehousing facilities, if such facilities are necessary.

g. The Authority shall provide access to the Site at all times during the term of the Contract: Provided, however that the Contractor shall be responsible for improving and or maintaining any access roads used in the performance of the Work. The Authority assumes no responsibility for the condition or maintenance of any road that may be used by the Contractor in traveling to and from the Site.

7. ACCESS TO WORK IN PROGRESS

a. Subject to federal security laws and regulations, the Authority and its representatives shall at all times have reasonable access to the facilities of the Contractor, his/her engineers, the manufacturing division and subcontractors, to ascertain the progress of the Work.

b. The Authority and its representatives shall also have reasonable access at all times to work in progress at the Site, and the Contractor shall provide sufficient, safe and proper facilities for such access and inspection, it being understood that such access shall not unreasonably interfere with the orderly completion of the Work by the Contractor.

8. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor shall prepare and furnish to the Authority within thirty (30) days after the effective date of the Contract, an estimated construction schedule in a form satisfactory to the Authority and thereafter, monthly progress reports of the Work. When requested by the Authority, the Contractor shall furnish the underlying documents used in the preparation of any progress report including estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules: Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Authority may be provided access to such documents instead.

9. SPECIFICATIONS AND DRAWINGS

a. The Contractor shall keep on the Site at all times a copy of the Specifications and the drawings which are a part thereof and any other drawings which are incorporated in this Contract.

Anything mentioned in the Specifications and not shown on the drawings or shown in the drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. In case of a difference between the drawings and Specifications, the Specifications shall govern. In any case of discrepancy either in the figures, in the drawings, or in the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

b. Omissions from the drawings or Specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and Specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of work but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

c. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings.

d. Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authorization from the Contracting Officer.

10. CHANGES

The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract. The changes shall not be put into effect until ordered in writing by the Contracting Officer. Compensation, for changes, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders. Provided

however, that disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

11. SUSPENSION OR INTERRUPTION OF WORK

a. The Contracting Officer may order in writing, the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.

b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such suspension or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the Work had not been so suspended or interrupted.

c. Paragraph b, above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

12. A. TERMINATION FOR DEFAULT

If the Contractor shall commit a material breach or default of any of its covenants or obligations under the Contract and shall fail to commence to remedy the same within ten (10) days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within forty-five (45) days after such written notice, the Authority may terminate by further written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event, the Authority may take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any excess cost occasioned the Authority thereby, and for liquidation damages for delays as fixed in Clause 13 hereof, until such reasonable time as may be required for the final

completion of the Work. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Site and necessary therefor.

B. TERMINATION FOR CONVENIENCE

- (a) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:
 - i. cease operations as directed by the Authority in the notice;
 - ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
 - iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.
- (c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority.

13. DELAYS AND DAMAGES

a. The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority,

fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further, that the Contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

b. If the Contractor should fail to meet the Contract completion date, for any cause other than excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority, and shall be assessed liquidated damages and not as a penalty in the amount \$ _____ subject to a maximum of liquidated damages not greater than \$ _____ of the total consideration, which amount the Authority may deduct from payments thereafter due the Contractor.

c. 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.

14. CONTRACT PRICE

The Work shall be performed for the Contractor's lump sum contract price. This Contract price shall be subject to change only in accordance with Clauses 10 or 11 hereof and shall be inclusive of all freight, duties, fees, and levies, and all taxes imposed with respect to the performance of the Work.

15. TERMS OF PAYMENT

Payments will be in accordance with the following lump sum provision or progress provision at the Contractor's option:

a. **Lump sum provision** - Entire Contract price upon completion and acceptance of the Work by the Authority.

b. **Progress payment provision** - This is an alternative payment provision to the lump sum provision under paragraph (a) hereof.

- (i) If progress payments are desired, the Contractor shall within sixty-five calendar days after award of Contract, submit to the Contracting Officer a breakdown list of major components or areas of Work under the Contract. The total number of increments of Work shall not exceed 12. Each increments of Work shall equal the Contract price.
- (ii) Progress payments will be made within thirty (30) days after the issuance by the Contractor of an itemized and duly certified invoice based upon completion of each increment of Work as listed under paragraph (b-ii) hereof.
- (iii) In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Work: Provided, however, that the Contracting Officer at any time after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full.
- (iv) All material and work covered by partial payment made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.

c. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. After the Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

d. The obligation of the Authority to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to (i) workmanship, and (ii) any claims, which the Authority may have against the Contractor. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Authority upon demand.

16. EQUIPMENT AND CONSTRUCTION WARRANTIES

a. The Contractor warrants, except as otherwise provided in this Clause, that all equipment manufactured or furnished by him/her, his/her subsidiaries, and his/her suppliers, and all construction and workmanship included in the Work, shall be of the kind and quality called for in the Specifications and shall be free from defects resulting from poor workmanship, materials or selection of materials.

b. The obligation of the Contractor under this warranty shall be limited to repairing or replacing, free of charge in place at the Site, any part of said equipment, construction or workmanship, which proves defective during the first twelve (12) months, commencing with the date of acceptance of the Work, but in no event later than twenty-four (24) months from the date of arrival at the Site of any item of equipment: Provided that the notice of such defect and proof thereof is promptly sent to the Contractor, and (ii) during the said twenty four (24) months said equipment is not used beyond its capacity and shall have been operated and maintained in a proper manner and under competent supervision and shall not have been subjected to accident, alteration, abuse, or misuse. The Contractor may use Authority employees, to make such repairs and, or replacements which can be made at the Site and are within the normal competence and capability of regular operation and maintenance personnel provided that the use of such personnel shall not interfere with the normal operation and maintenance of the Authority's facilities. The cost associated with the use of the Authority's employees shall be deducted from the cost of the project.

17. SHOP TESTS AND INSPECTION

a. The equipment furnished pursuant to the Specifications shall be in compliance with all of the standard commercial inspections and tests normally performed by the Contractor and its

subcontractors or subcontractors or other suppliers. The Contractor shall furnish the Contracting Officer with such certified information and test certificates as are normally made available to customers of its manufacturing divisions and subsidiaries. The Authority shall not be required to accept any equipment until the equipment has undergone and successfully met such tests and inspections.

b. If any shop inspection or test beyond the scope of the standard commercial tests and inspections normally performed is requested by the Contracting Officer, the Contractor shall notify him/her of that fact and of the cost involved and if the Contracting Officer continues to require such inspection or test, the cost thereof shall constitute an increase in the contract price and the inspection or test shall be deemed to be a change within the meaning of Clause 10 hereof, provided the Contractor states the exact amount of the increase and provides written notice to the Contracting Officer. The location and conditions of such inspection or test shall be mutually agreed upon. The Contracting Officer shall receive written notice at least ten (10) days in advance of the date upon which such inspections or test shall be conducted. Subject to federal regulations, the Contracting Officer or his representative may be present at any such inspection or use. Provided that his failure or inability to be present shall not prevent the performance of the inspection or test.

18. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all federal state, territorial and local laws, codes, orders and regulations.

b. Should any amendments or additions to territorial laws, codes, orders or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Specifications so as to increase the Contract price or extend the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 10 hereof.

c. Subject to Clause 17 hereof, the Contractor represents that all of the equipment and construction materials shall be new and of suitable grade the purpose intended and that the Work shall be in accordance with acceptable United States engineering, construction and commercial practices.

19. OTHER CONTRACTS

The Authority may undertake or award other contracts for work on the same site. The Contractor shall fully cooperate with such other contractors and the Authority. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by the Authority.

20. PATENT INFRINGEMENT

1. The Contractor shall indemnify and save the Authority harmless from damages arising out of any claims that the possession or use of the materials or equipment manufactured or furnished by the Contractor, its subsidiaries or any of its suppliers infringe on Letters Patent of the United States of America in accordance with the following:

a. In the event that the use of the Work or any part thereof shall be enjoined by judicial decree, the Contractor shall (i) replace, at its own expense, any materials, or equipment or part thereof, the use of which shall have been enjoined with non-infringing materials or equipment with equivalent capacity and performance, or (ii) procure for the Authority the right to continue to use the materials or equipment or part thereof, or (iii) in the case of equipment or part thereof, modify the same so as to avoid such claims; and

b. The Contractor, with the assistance and cooperation of the Authority, shall defend any suit or prosecution brought against the Authority based upon such claim of patent infringement and shall pay all damages, costs and expenses, including attorney's fees, in connection therewith or arising therefrom.

21. INSURANCE

1. The Contractor shall at his expense before any Work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the Work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on that part of the Work to be performed in the Virgin Islands.

- a. Workmen's compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of Work in accordance with the statutory requirements of or applicable to the Virgin Islands.
- b. Comprehensive General Liability Insurance including:
 - Premises-Operations
 - Independent Bidder/Contract
 - Products and completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Explosions and collapse Hazard
 - Underground Hazard
 - Personal Injury with Employment Exclusion deleted
 - (i) Public Liability per person
and per accident (not in the aggregate)
.....\$2,000,000.00
 - (ii) Excess liability
Property Damage and Bodily Damage per accident
(not in the aggregate) \$2,000,000.00
- c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident)
(not in the aggregate) \$2,000,000.00
 - (ii) Property Damage (per accident) (not in the
aggregate) \$100,000.00
- d. All Risk Builder's Insurance covering losses or damage to equipment and materials for incorporation in or use in the Work delivered to the Virgin Islands, and the damage to the work itself, in an amount equivalent to the Contract price rounded upwards to the nearest \$50,000.00.

2. The Certificates thus required shall provide that sixty (60) days written notice shall be given to the Authority prior to cancellation of any policy. Work shall not proceed in the Virgin Islands until such certificates or letters of coverage are in the possession of and approved by the Authority. The Contractor shall

name the Authority as an additional assured, as its interest may appear on all insurance policies obtained or maintained by him pertaining to that part of the Work to be performed in the Virgin Islands.

3. Policy must include a Hold Harmless Agreement in the General Liability section.

4. Products and completed operations coverage shall be maintained for a minimum period of one year after final payment.

5. Each listed policy shall be endorsed to reflect the company's obligation to provide the Insured 60 days written notice prior to cancellation or non-renewal. In the event the Contractor's insurance policy expires, or is canceled prior to the expiration of the Contract, the Contractor shall provide the Authority with a commensurate replacement policy before the expiration. If the Contractor does not provide the replacement policy, the Contractor shall be deemed to be in default pursuant to Clause 12.

6. The Insurer on any policy furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands.

7. All policies of insurance shall contain by endorsement, a copy of Clause 23 herein, with certification that such policy or policies are in compliance therewith.

8. The insurance carrier must have a minimum Best rating of A-.

22. PERFORMANCE BOND

1. The Contractor shall furnish a performance bond in accordance with following table:

\$0	to	\$1,000,000	- 100% of contract value
\$1,000,000	to	5,000,000	- Not less than 80% of contract
\$5,000,000	to	10,000,000	- Not less than 60% of contract
\$10,000,000	to	25,000,000	- Not less than 50% of contract
\$25,000,000	and	Over	- \$10,000,000.00

Bonds in amounts of \$1,000.00 or less will be in multiples of \$100 and in amounts exceeding \$5,000.00 in multiples of \$1,000: Provided that the amount of the bond shall be fixed by the Authority at the lowest sum that fulfills all conditions of the Contract.

Bonds shall remain in effect throughout the entire period of the Work, as well as any warranty period, which latter period shall not be less than one (1) year from the date of the Authority's final acceptance of the Work.

2. The surety on any bond furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands (See Treasury Department Circular 570 dated June 1, 1965.) and have a minimum Best's rating of A-.

3. If any surety becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Authority and of persons supplying labor or materials in the prosecution of the Work.

4. Performance Bonds exceeding \$75,000.00 must comply with this paragraph, unless modified with the approval of the Governing Board.

23. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its-servants, employees, agents or invitees, or the Contractor's subcontractors, subcontractor employees, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the

Contractor.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract.

(c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to the Authority to contribute to any settlement so long as the demand is within Contractor's insurance policy limits.

24. LIENS

1. The Contractor shall indemnify and save the Authority harmless from all laborers, material men's, and mechanics' liens on the Work or the Site, or the Authority's interest therein, arising out of the services, labor, equipment and materials furnished by the Contractor (or any of its subcontractors) under the Contract, and shall keep the Work and the Site free and clear of all liens and encumbrances arising from the performances of the Work.

2. The final payment for the Work, as provided for in Clause 15 shall not become due until the Contractor shall have supplied to the Authority a complete release of all laborers', material men's and mechanics' liens arising out of the services, labor and materials furnished by the Contractor (or any of his subcontractors) under the Contract. An affidavit that, so far as the Contractor has knowledge or information, the releases include all the labor and materials for which a lien could be filed shall also be supplied: Provided that the Contractor may, if any subcontractor refuses to furnish a release, furnish a bond satisfactory to the Authority to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the Authority may have to pay in discharging such lien, including all costs and expenses, including attorney's fees, said refund to be made within thirty (30) days after the submission by the Authority to the Contractor of an invoice for such monies.

25. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an

agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. GRATUITIES

1. The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the Authority, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

2. In the event this Contract is terminated pursuant to paragraph a, the Authority shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the Authority under this under provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

27. RIGHT TO AUDIT

1. The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and

- insurance proceeds, rebates, or dividends received.
2. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
 3. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
 4. The Authority reserves the right to audit any records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
 5. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
 6. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
 7. The Contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit.
 8. The Contractor shall provide adequate work space and access to photocopy machines.
 9. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

28. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

29. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

30. GOVERNING LAW

The laws of the Virgin Islands shall govern the interpretation and construction of the Contract to the extent applicable, otherwise the laws of the State of New York shall be governing. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

31. EFFECTIVE DATE

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

32. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

33. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

34. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

VIRGIN ISLANDS WATER AND POWER AUTHORITY
PROFESSIONAL GENERAL CONTRACT TERMS

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VIRGIN ISLANDS WATER AND POWER AUTHORITY

PROFESSIONAL GENERAL CONTRACT TERMS

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term "Work" shall mean all work described in the Specifications or request for Proposal, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these Professional General Contract Terms (including alterations made before the Contract was signed and changes provided for by Clause 10 hereof).

b. The term "Specifications" shall mean the detailed description of, and requirements for, work to be performed, including all plans and drawings, which are a part of the Specifications.

c. The term "Authority" shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term "Contractor" shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his legal personal representatives, successors, and assigns.

e. The term "Contract" shall mean the written agreement between the Authority and the Contractor.

f. The term "Site" shall mean the area within which the facility is to be constructed and/or installed.

g. The term "Contracting Officer" shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR.

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work

includes all necessary services, the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, except as otherwise provided. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall be an independent contractor and shall have complete and undivided responsibility for complying with the Contract, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, the Contractor shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may in his opinion be advantageous or necessary for the expeditious or economical prosecution of the Work. The Contractor shall not assign the Contract or any of his/her duties or responsibilities thereunder.

c. Any provisions of the Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

d. All services performed or materials provided by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements, and shall be done in a professional and workmanlike manner in accordance with the Contract.

e. Contractor shall be responsible for the professional quality, technical accuracy and timely completion of its services furnished under the Contract. Contractor shall, without additional compensation, and at its own cost and expense, correct or revise any errors, Omissions or other deficiencies in the services.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

a. The Contractor agrees to commence the Work promptly after receipt of a written Notice to Proceed from

the Authority and to complete it no later than the Contract completion date.

b. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor or any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

c. The Contract completion date shall be the completion date specified on the Bid Form, or the Contract, unless the Contractor has designated an acceptable later date, except as such completion date may be extended under Clause 10 or 13 hereof. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. PERMITS AND RESPONSIBILITY FOR WORK, ETC.

Contractor shall comply with all Federal and environmental ordinances, codes or regulations, which apply to performance of the Work. Contractor shall secure, at its own expense, all necessary licenses, permits and certificates necessary to perform the Contractor's Work.

5. ACCESS TO WORK IN PROGRESS

The work shall be performed at the site or in the Contractor's office or at a location mutually satisfactory to both parties and such location shall not be changed without approval of the Project Coordinator. The Project Coordinator shall have access during normal working hours where the Work is performed and to all of the drawings, specifications, data, calculations, models, test results and specimens, documents and any other matter related to the Work.

6. PROGRESS REPORTS AND WORKING SCHEDULES

The Contractor shall prepare monthly progress reports of the Work. When requested by the Authority, the Contractor shall furnish the underlying documents used in

the preparation of any progress report including estimated material and equipment, procurement, manufacturing, shipping, installation and construction schedules: Provided that if, in the judgment of the Contractor, furnishing copies would involve inordinate expense the Authority may be provided access to such documents instead.

7. CHANGES

The Contracting Officer may at any time and without notice to the sureties issue a written request for changes in the Work if within its general scope. Within the time specified in the request but not later than thirty (30) days after its receipt, the Contractor shall submit an estimate of the effect of the changes, if any, upon the Contract price, the completion date, or other terms or conditions of the Contract. The changes shall not be put into effect, nor shall any work proceed until ordered in writing by the Contracting Officer. Contractor's actions in proceeding with the changes to the Scope of Work without first securing written authorization from the contracting officer shall result in a legal presumption that shall be prima facie that Contractor is not entitled to additional compensation.

Compensation, for changes to the Scope of Work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in Contract change orders. Provided however, that disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the prosecution of the Work as changed.

8. SUSPENSION OR INTERRUPTION OF WORK

a. The Contracting Officer may order in writing the Contractor to suspend all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Authority.

b. If without the fault or negligence of the Contractor the performance of all or any part of the Work is suspended or interrupted hereunder for any unreasonable period of time, the Contract price shall be adjusted for any increase in the cost of performing the Work excluding profit necessarily caused by such unreasonable period of

suspension or interruption, and the Contract shall be modified in writing accordingly. Provided that a claim therefor shall be asserted in writing as soon as practicable after the termination of such suspension or interruption; and provided further that no adjustment shall be made to the extent that performance by the Contractor would have been prevented by other causes even if the Work had not been so suspended or interrupted.

c. Paragraph b, above shall not be construed to apply to specific periods of delay or suspension for which advance provision has been made such as anticipated weather conditions.

9. A. TERMINATION FOR DEFAULT

a. If the Contractor shall commit a material breach or default of any of its covenants or obligations under Contract and shall fail to commence to remedy the same within ten (10) days after receipt of written notice thereof by the Authority, and also to proceed with due diligence to remedy the same and in all events, to remedy the same within forty-five (45) days after such written notice, the Authority may terminate by further written notice the Contractor's right to proceed with the Work or such part thereof as to which there has been a default. In such event the Authority may take over the Work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any excess cost occasioned the Authority thereby, and for liquidation damages for delays as fixed in Clause 10 hereof, until such reasonable time as may be required for the final, completion of the Work. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Site and necessary therefor.

b. The Authority may terminate this Agreement, in whole or in part at any time and due to any circumstance and without serving prior notices. If the Agreement is so terminated, Contractor shall be paid for all services performed to the date of termination including all expenses, but shall not be paid for the loss of profit or contributions to overhead of Work not performed by Contractor. Any progress payments made to Contractor shall be credited toward any termination payment due. Such termination payment will constitute Contractor's full

compensation, which it is entitled to under this Agreement.

c. Upon receipt of a termination notice, Contractor shall: (a) promptly discontinue all service to the extent directed; and (b) deliver or otherwise make available to the Authority all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by Contractor in performing this Agreement, whether completed or in progress.

B. TERMINATION FOR CONVENIENCE

(a) The Authority may, at any time, terminate the Contract for its convenience and without cause.

(b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:

- i. cease operations as directed by the Authority in the notice;
- ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
- iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.

(c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b (iii) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority

10. DELAYS AND DAMAGES

a. The Contractor shall not be liable for any failure or delay in the completion of the Work resulting from any cause beyond his control and without his fault or negligence, including but not restricted to, compliance with any instructions or priority requests of the Federal Government or any agency thereof, or the Government of the Virgin Islands, acts of God, acts of the

public enemy, acts or omissions of the Authority or its agents, acts of another contractor in the performance of a contract with the Authority, fires, floods, epidemics, unusually severe weather, strikes, lockouts, embargoes, wars, riots, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault of or negligence of both the Contractor and such subcontractors and suppliers: Provided, that the Contractor shall within 10 days from the beginning of any such delay, unless the Contracting Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the Contracting Officer in writing of the delay and causes of delay: and provided, further, that the contractor shall be excused for delays of suppliers only if the Contracting Officer shall determine that the materials or supplies to be furnished are not procurable in the open market. Any excusable failure or delay hereunder shall extend the Contract completion date accordingly, upon agreement by the Authority, but shall not affect any of the other terms or conditions of the Contract.

b. If the Contractor should fail to meet the Contract completion date, for any cause other excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority and shall be assessed liquidated damages and not as a penalty in the amount \$ subject to a maximum of liquidated damages not greater than of the total consideration, which amount the Authority may deduct from payments thereafter due the Contractor.

c. 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.

11. CONTRACT PRICE

The Work shall be performed for the Contractor's lump sum contract price. This Contract price shall be subject to change only in accordance with Clause 12 hereof and shall be inclusive of all freight, duties, fees, and levies, and all taxes imposed with respect to the performance of the Work.

12. TERMS OF PAYMENT

Payments will be in accordance with the Following:

- a. If progress payments are desired, the Contractor shall within sixty-five calendar days after award of Contract, submit to the Contracting Officer a breakdown list of major components or areas of Work under the Contract. The total number of increments of Work shall not exceed 12. Each increments of Work shall equal the Contract price.
- b. Progress payments will be made within thirty (30 days after the issuance by the Contractor of an itemized and duly certified invoice based upon itemized and duly certified invoice based upon completion of each increment of Work as listed under paragraph (b-ii) hereof; and the issuance of a certificate of acceptance for the Project Coordinator.
- c. In making such partial payments there shall be retained ten percent (10%) on the invoiced amount until final completion and acceptance of the Work: Provided, however, that the Contracting Officer at any time after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may make any of the remaining partial payments in full.
- d. All material and work covered by partial payments made shall thereupon become the sole property of the Authority, but the provisions shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.

2. Upon completion and acceptance of the Work, the amount due the Contractor under this Contract will be paid upon the presentation of a properly executed and duly certified invoice thereof. The Contractor shall furnish the Authority with a release, if required, of all claims against the Authority arising under and by virtue of the Contract, other than such claims, if any, as may be specifically excepted by the Contract or from the operation of the release in stated amounts to be set forth therein.

The obligation of the Authority to make any of the payments required under the Contract shall, in the discretion of the Contracting Officer, be subject to (i) workmanship, (ii) any claims which the Authority may have against the Contractor and (iii) satisfaction of payment obligations to subcontractors or third party's making claims against Contractor with regard to the performance of the Scope of Work. Any overpayment to the Contractor shall, unless otherwise adjusted, be repaid to the Authority upon demand.

3. Upon presentation of a request for payment Contractor shall provide a statement of payments, made or owed to all subcontractor(s), which statement shall be independently verified by the subcontractor(s). The Authority reserves the right to withhold payments to Contractors that fail to satisfy subcontractor claim(s).

13. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all federal state, territorial and local laws, codes, orders and regulations.

b. Should any amendments or additions to territorial laws, codes, orders or regulations subsequent to the date of advertisement for bids affect any designs or requirements set forth in the Specifications so as to increase the Contract price OE extend, the Contract completion date, such amendments or additions shall be deemed to be changes within the meaning of Clause 7 hereof.

14. INSURANCE

1. The Contractor shall at his expense before any

Work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the Work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on that part of the work to be performed in the Virgin Islands.

- a. Workmen's compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of Work in accordance with the statutory requirements of or applicable to the Virgin Islands.
- b. Comprehensive General Liability Insurance including:
 - Premises-Operations
 - Independent Bidder/Contract
 - Products and completed Operations
 - Broad Form Property Damage
 - Contractual Liability
 - Explosions and collapse Hazard
 - Underground Hazard
 - Personal Injury with Employment Exclusion deleted
 - (i) Public Liability per person and per accident
 - (ii) Excess liability
 - Property Damage and Bodily
 - Damage per accident (not in the aggregate)
 - \$1,000,000.00
- c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not in the aggregate) \$1,000,000.00
 - (ii) Property Damage (per accident) (not in the aggregate)\$100,000.00
- d. when applicable, Project Specific Engineers, Architects, and/or other

Design Professionals Negligent Acts, Errors and Omission Liability Insurance in an amount of not less than shall be procured for the project.

2. The Certificates thus required shall provide that sixty (60) days written notice shall be given to the Authority prior to cancellation of any policy. Work shall not proceed in the Virgin Islands until such certificates or letters of coverage are in the possession of and approved by the Authority. The Contractor shall name the Authority as an additional assured, as its interest may appear on all insurance policies obtained or maintained by Contractor pertaining to that part of the Work to be performed in the Virgin Islands.

3. Policy must include a Hold Harmless Agreement in the General Liability section.

4. Products and completed operations coverage shall be maintained for a minimum period of one year after final payment.

5. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 60 days written notice prior to cancellation or non-renewal. In the event the Contractor's insurance policy expires, or is canceled prior to the expiration of the Contract, the Contractor shall provide the Authority with a commensurate replacement policy before the expiration. If the Contractor does not provide the replacement policy, the Contractor shall be deemed to be in default pursuant to paragraph 12.

6. All policies of insurance shall contain by endorsement, a copy of Paragraph 16 herein, with certification that such policy or policies are in compliance therewith.

15. PERFORMANCE BOND

The Contractor shall furnish a performance bond in accordance with following table:

\$0 to \$1,000,000	- 100% of contract value
\$1,000,000 to 5,000,000	- Not less than 80% of contract
\$5,000,000 to 10,000,000	- Not less than 60% of contract
\$10,000,000 to 25,000,000	- Not less than 50% of contract
\$25,000,000 and Over	- \$10,000,000.00

Bonds in amounts of \$1,000 or less will be in multiples of \$100 and in amounts exceeding \$5,000 in multiples of \$1,000: Provided that the amount of the bond shall be fixed by the Authority at the lowest sum that fulfills all conditions of the Contract.

a. The surety on any bond furnished in pursuance of this Contract must be authorized to do business in the Virgin Islands. (See Treasury Department Circular 570 dated June 1 1965.)

b. If any surety becomes unacceptable to the Authority, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Authority and of persons supplying labor or materials in the prosecution of the Work.

16. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS

(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses, costs, and attorney's fees, arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out of the performance of the work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contractor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents or invitees, or the Contractor's subcontractors, subcontractor employees, agents and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether

benefitting Contractor or the Authority, or both, to the Contractor.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract. (c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to the Authority to contribute to any settlement so long as the demand is within Contractor's insurance policy limits.

17. RIGHT TO AUDIT

- a_ The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements; back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.
- b. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
- c. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
- d. The Authority reserves the right to audit any records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
- e. The contractor's records shall be subject to audit throughout the term of the contract and for

a period of five years after final payment or longer, if required by law.

- f. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services.
- g. The contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit
- h. The contractor shall provide adequate work space and access to photocopy machines.
- i. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

18. CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Authority shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. GRATUITIES

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the Authority, after notice and hearing, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative thereof, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to the performance of such Contract. The Authority's findings hereunder shall be conclusive.

In the event this Contract is terminated pursuant to paragraph a, the Authority shall be

entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (ii) as a penalty, in addition to any other damages to which the Authority is entitled by law, to exemplary damages in an amount (as determined by the Authority) which shall not be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the Authority under this under provision shall not be exclusive and are in addition to any other remedies provided by law or under this Contract.

20. NOTICE

Any notice which shall be required to be given under the Contract shall be in writing in duplicate, mailed in a postage prepaid wrapper, registered and addressed, in the case of the Contractor to his home office, and in the case of the Authority to the Contracting Officer.

21. ENFORCEMENT

The failure of either party to enforce at any time any of the provisions of the Contract or any rights in respect thereto, or to exercise any option herein provided, shall not be construed to constitute a waiver of such provision, right or option or in any way effect the validity of the contract or the obligation and responsibilities of the parties thereto. The exercise by either party of any of its right or options herein shall not preclude or prejudice either party from exercising any other right it may have.

22. GOVERNING LAW

The laws of the Virgin Islands shall govern the interpretation and construction of the Contract to the extent applicable, otherwise the laws of the State of New York shall be governing. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

23. EFFECTIVE DATE

The Contract shall become effective retroactive to the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

24. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

25. RECORDS AND ACCOUNTS

Contractor shall maintain good accounting and personnel records reflecting performance of the Work and shall preserve such records for a period of five (5) years after final payment.

The Authority's Project Coordinator shall have the right to inspect and audit such part of the records as related to the cost reimbursement or performance of labor related provisions. Such audit may also cover Contractor's procedures and controls with respect to the cost of the Work. Contractor shall assist in making the above audits.

Copies of documents and records supporting requests for payment or compliance with labor related provisions shall be furnished at such times as the Authority request the same.

All invoices, financial statements, reports, billings, and other documents which Contractor keeps or provides to the Authority shall be complete and accurate and shall properly reflect the facts about all activities and transactions to which they relate. Contractor warrants that the Authority may rely on such documents for all purposes.

26. OTHER REQUIREMENTS

All of the reports, information, data, studies, reports, memoranda documents, etc., prepared or assembled by Contractor

pursuant to the Work are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor to retain one reproducible copy of these documents generated by Contractor.

Contractor shall remove from the Work any person assigned thereto who is deemed by the Authority to be objectionable and shall indemnify and hold harmless the Authority regarding any claim arising out of such action. Contractor shall not remove or reassign its Project Manager in charge of the Work or its other key personnel designated in the Contract without the prior approval of the Authority unless such person is no longer employed by Contractor.

27. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

28. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

**VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS FOR EQUIPMENT &
SUPPLIES**

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**VIRGIN ISLANDS WATER AND POWER AUTHORITY
GENERAL CONTRACT TERMS FOR EQUIPMENT & SUPPLIES**

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

a. The term "Work" shall mean all equipment and/or supplies described in the Specifications, Request for Proposal, purchase orders or contract, and shall include any alternatives or exceptions to the Specifications incorporated in the bid and all work required by these General Contract Terms.

b. The term "Specifications" shall mean the detailed description of, and requirements for, equipment to be purchased or manufactured, including all plans and drawings, which are a part of the Specifications.

c. The term "Authority" shall mean the purchaser and owner of the Work, the Virgin Islands Water and Power Authority, or an authorized agent thereof.

d. The term "Contractor" shall mean the successful bidder who had been awarded the Contract for the performance of the Work, and shall include his/her legal personal representatives, successors, and assigns. Contractor shall also mean the "Seller", which is providing the Authority with Equipment or Supplies.

e. The term "Contract" shall mean the written agreement between the Authority and the Contractor.

f. The term "Site" shall mean the area within which the equipment is to be delivered and/or installed.

g. The term "Contracting Officer" shall mean the Executive Director of the Authority and any other officer or employee who is properly designated and shall include, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority. The Contracting Officer shall not mean the Project Coordinator.

2. GENERAL STATEMENT OF RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall perform the Work in accordance with the terms of the Contract. This Work includes all necessary services, the furnishing of all labor, materials, equipment, tools, supervision, transportation and insurance, and documentation except as otherwise provided necessary to comply with the Work. The obligation of the Contractor shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

b. The Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the express written approval of the Authority as to the work to be subcontracted; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Nothing contained herein shall create any contractual rights in any subcontractor against the Authority. Contractor shall cause all subcontracts applicable to any portion of the Work on the Authority's premises to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, naming both Authority and Contractor as an additional insured.

c. Any Provisions of the Purchase Order or Contract which appear to give the Authority a right to direct the Contractor as to the means by which the Work is to be performed, or to exercise any control over the Work shall mean that the Contractor shall be obliged to follow the desires of the Authority only as to the end results and shall not in any way modify or relieve the Contractor of his/her complete and undivided responsibility for the means by which the Work is to be performed.

d. All supplies and/or equipment supplied or services performed by Contractor under the Contract shall strictly comply with the terms, conditions, and requirements of the contract and these terms and conditions

e. The Contractor shall deliver the supplies and/or equipment and perform any services to be furnished in accordance with the scheduled delivery dates and any schedule of performance stated herein. It is understood and agreed by the

Contractor that time is of the essence of each and every portion of the Work for which a certain length of time or a completion date is fixed for performance. Receipt and acceptance by the Authority of revised schedules from the Contractor during the work shall not be deemed a waiver of the contract completion date, unless agreed to by the Authority in writing.

3. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall furnish and maintain at the Site a competent resident supervisory representative who shall have the title of Project Manager: Provided that the Authority shall have the right to require the removal from the Site of any employee of the Contractor or any subcontractor if in the judgment of the Contracting Officer such removal is necessary to protect the interest of the Authority.

b. The Contract completion date shall be the date specified on the Bid form, or the Purchase Order or Contract, unless the Contractor has designated a later date that is acceptable to the Authority. The Work shall be deemed to be completed upon acceptance by the Contracting Officer following written notification from the Contractor that the Work is ready for final inspection and acceptance.

4. EFFECTIVE DATE

The Contract shall become effective upon the date of signature by the authorized representative of the Contractor or the Authority, whichever is later, which later date shall be the effective date of the Contract.

5. CHANGES

The Authority may at any time, by written notice to Contractor, change this order or the Contract as to (1) designs or drawings of or specifications for the equipment, (2) time or place of delivery or performance, (3) method of packing or shipment, or (4) quantity of the goods or extent of the services. If this causes a change in Contractor's cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Contractor give the Authority a written request for an adjustment within 20 days after the Authority notifies Contractor of the change. All changes must be documented and approved in writing by the Authority

project manager before authorizing any changes. Contractor's actions in proceeding with the changes to the Scope of Work without first securing written authorization from the Contracting Officer shall result in a legal presumption that shall be prima facie that Contractor is not entitled to additional compensation. Compensation, for changes to the Scope of Work, or extensions of the completion date because of changes, or other modifications of the Contract due to change shall be set forth in change orders or contract addendums. Provided however, that the disagreement between the parties on adjustments for changes shall not excuse the Contractor from proceeding with the completion of the Work as changed.

Termination under this paragraph shall terminate or impact only the Contractor's obligation and right regarding the delivery of goods or in providing services under any provision of the Contract, including this paragraph, and shall not terminate or impair Contractor's other obligations, or any of the Authority's rights, under the Contract.

6. CONTRACT PRICE

Unless otherwise expressly and specifically provided herein, the prices stated in the purchase order, contract, contract addendum or change orders are firm and are not subject to increase. Unless the Authority agrees otherwise in writing, the Authority shall not be required to pay any sales, use or other taxes arising because of the Authority's purchase from the Contractor. The Authority shall not be required to pay any late charge, interest, finance charge, or similar charge, unless the parties agree otherwise in writing. The Authority's payment of the purchase price does not constitute its acceptance of the goods or services.

7. TERMS OF PAYMENT

1. Payments will be in accordance with the following:

a. Unless otherwise specified in the Purchase Order or Contract, payment shall be made by the Authority to the Contractor within thirty (30) days after receipt and processing of a properly executed and duly certified invoice thereof with required supporting documentation.

b. Should the Purchase Order or Contract contain a schedule of payments, such schedule will be appropriately adjusted for any delays in delivery or other

performance.

- c. The acceptance by the Contractor of final payment, except for any express written reservation of rights, shall be and shall operate as a release of the Authority from all claims of and all liability to the Contractor for all things done or furnished in connection with the Purchase Order or Contract, and for every act and neglect of the Authority and others for whom the Authority is or may be responsible relating to or arising out of the Purchase Order or Contract. However, no payment, final or otherwise, shall operate to release the Contractor from any obligations under the Purchase Order or Contract.

d.

8. EXCUSABLE DELAY AND DAMAGES

(a) Contractor shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not by the exercise of due diligence have avoided, including an act of any governmental authority, an act of God, extraordinary weather conditions, flood, an accident such as a fire or explosion not due to the negligence of the Contractor, a strike not caused or prolonged by an unfair labor practice of the Seller, public disorder or riot, a failure of public transportation facilities, and inability of the Authority to provide access due to plant malfunctions. Delay in the Contractor's receipt of subcontracted supplies or services, even for reasons beyond the control of the subcontractors, shall not be excusable delay hereunder if the supplies or services are available to the Contractor from another source. The Contractor shall give written notice and full particulars of the cause of delay relied upon within 48 hours after the Contractor knows, or should know, of the occurrence. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. The Authority shall not be liable for any additional costs incurred as a result of such delay.

b. If the Contractor should fail to meet the Contract completion date, for any cause other than excusable causes as defined in paragraph a, above, the Contractor and his sureties shall be liable to the Authority, and shall be assessed liquidated damages and not as a penalty in the amount \$ ____ subject to a maximum of liquidated damages not greater than \$ ____ of the total consideration, which amount the Authority may

deduct from payments thereafter due the Contractor.

c. 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.

9. DELIVERY AND FORCE MAJEURE

Unless the Authority agrees otherwise in writing, Contractor shall deliver the goods DDP ("delivered duty paid") and F.O.B. (Uniform Commercial Code term) to the location identified by the Authority, except that the Authority may, at its option, take delivery of all or any part of the goods at Contractor's facility; provided however that it shall be the responsibility of the Contractor to ensure delivery of the equipment to the designated location and further provided that the Contractor shall deliver the equipment or supplies to a reputable shipping agency and insure the equipment or supplies for 120% of the value of the Contract or Purchase Order. Time of delivery or performance is of the essence, and the Authority's stated delivery or performance date and the date for performance of any other obligation of Contractor shall not be extended for any reason, including delays in manufacture or shipment that Contractor cannot control, except as provided in the following sentence. Contractor shall not be liable for any nonperformance or delay in performance caused solely by a strike, lockout, riot, war, insurrection, act of God or public enemy, if Contractor immediately notifies the Authority of the event and gives the Authority a detailed description of the non-performance and/ or delay in completion of the Work that will be caused by it.

The Authority shall then have the option to terminate the Contract, without liability to Contractor, by giving written notice of termination to Contractor. Except as provided in this paragraph, no event or circumstance shall limit Contractor's liability for any non-performance or delay, even if the event or circumstance is beyond Contractor's control.

10. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICES

a. The Contractor shall comply strictly with all applicable federal, state, territorial and local laws, codes, orders and regulations in connection with the performance of the scope of work. The Contractor shall provide the Authority, upon request, with the original or a copy of permits, certificates, receipts and other evidence establishing its compliance with this Article.

b. Contractor acknowledges that it is required to comply with applicable export laws and regulations relating to the sale exportation, transfer and usage of the Supplies or Equipment provided under the Contract, including any export license requirements. Contractor agrees to indemnify and hold the Authority harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.

11. INSPECTION AND TESTS

The Authority shall have the right to inspect any and all records of the Contractor or its subcontractors whenever the Authority believes that this is necessary to assure it that equipment to be furnished hereunder is being produced and will be produced in full compliance with the requirement of the Contract or Purchase Order and on schedule. In addition, the Contractor shall provide, and shall cause its subcontractors to provide, access to factories and shops at all reasonable times for the Authority to inspect work in progress. The Authority shall have the right to be present and witness tests relating to the equipment purchased hereunder. The Authority, in addition, shall have the right to require additional tests to be performed at all reasonable times and places. Any special tests ordered in writing by the Authority will be paid for by the Authority, provided that if such tests reveal nonconformity with the Purchase Order requirements, the cost of such tests shall be borne by the Contractor. No inspection, failure to inspect or waiver of inspection by the Authority or anyone acting on its behalf shall relieve the Contractor of its obligation to furnish equipment and services fully in accordance with the requirements of the Contract or Purchase Order. All equipment is received subject to inspection and approval, notwithstanding prior payment, it being understood that payment does not constitute acceptance. All rejected equipment will be held at the Contractor's expense and risk, pending the Contractor's disposition instructions.

12. RIGHT TO AUDIT

1. The Authority reserves the right to review original estimate files, change order estimate files, detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project-related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements);

back-charge logs and supporting documentation; any records detailing cash, trade or volume discounts earned and insurance proceeds, rebates, or dividends received.

2. The contractor shall provide the Authority with copies of records in computer-readable format as well as a hard copy.
3. The Authority reserves the right to audit any supporting evidence necessary to substantiate charges related to the contract or purchase order (both direct and indirect costs, including overhead allocation as may apply to costs associated with the contract or purchase order).
4. The Authority reserves the right to audit any records necessary to evaluate and verify (a) contractor compliance with contract requirements, (b) compliance with the Authority's business ethics policies, and (c) compliance with provisions for pricing change orders, payment, or claims submitted by the contractor or any of payees.
5. The contractor's records shall be subject to audit throughout the term of the contract and for a period of five years after final payment or longer, if required by law.
6. The contractor shall include the Authority's right to audit provisions in contracts of all subcontractors, insurance agents, material suppliers, or any other business entity providing goods and services
7. The Contractor shall permit the Authority to interview any of the contractor's current and former employees during the audit.
8. The Contractor shall provide adequate work space and access to photocopy machines.
9. The Authority shall recoup the cost of the audit if the audit detects over charges greater than 0.5 % of the total contract billings.

13. SUBCONTRACTING

The Contractor shall not subcontract all or any portion of the performance to be rendered hereunder without the

express written approval of the Authority as to the work to be subcontracted and the subcontractor; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials; and provided further, that the Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting. Nothing contained herein shall create any contractual rights in any subcontractor against the Authority. Contractor shall cause all subcontracts applicable to any work on the Authority's premises to contain provisions which require the subcontractor to provide the same insurance coverage as is required of the Contractor, naming both the Authority and Contractor as additional insureds. Subcontracts shall provide for the Contractor the same rights against the subcontractor as the Authority has hereunder against the Contractor and shall expressly state that such provisions shall also be for the benefit of the Authority.

14. ASSIGNMENT

The Contractor shall not assign the Purchase Order or Contract or any of its rights thereunder the Purchase Order or Contract without the prior written consent of the Authority, and any assignment made without such consent shall be void.

15. CONFIDENTIALITY

All reports, specifications, software, drawings, photographs, technical information, and information regarding locations of facilities, furnished by the Authority or originally furnished or prepared by the Contractor or its subcontractors in connection with the Purchase Order or Contract shall, except to the extent indicated in writing by the Authority, be held confidential and not disclosed to any third parties, be used only in connection with the performance of the Purchase Order or Contract, and be delivered or returned to the Authority upon completion of such performance. The Contractor shall not use the Authority's name in connection with any advertisement or any announcement regarding its work under the Purchase Order or Contract or for any other purpose without obtaining the Authority's prior written permission. The Contractor acknowledges that its violation of the provisions of this article may result in irreparable harm to the Authority, the amount of which would be difficult to ascertain and which would not be adequately compensated for by monetary damages. Accordingly, the Contractor agrees that the Authority will

be entitled to injunctive relief to enforce the terms of this article, in addition to its remedies at law.

16. INDEMNITY

(a) Contractor shall indemnify and hold the Authority harmless (and defend the Authority, upon its request) as to any claims, liabilities, losses, damages and expenses (including, without limitation, attorneys' fees and other legal expenses) brought against the Authority or incurred by the Authority because of: (1) any breach by Contractor of any of its representations or warranties to, or agreements with, the Authority; (2) any claim that any of the supplies, equipment or services provided by the Contractor infringes upon any patent, trademark, copyright or other intellectual property right, anywhere in the world; or (3) any death, injury, cause of action or damage to any person or property alleged to have been caused by the Contractor in performance of the Work.

(b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract.

(c) It is further agreed to by the parties that Authority shall have the sole authority to direct the defense of and settle any indemnified claim. Further that that the Authority shall not contribute to any settlement so long as the demand is within the insurance policy limits required by the contract or purchase order.

17. WARRANTIES

The Contractor warrants that the equipment furnished hereunder will be new and free from defects in title, design, material, fabrication and workmanship, will conform strictly to applicable specifications, drawings, standards and codes, regulatory requirements, and other descriptions incorporated herein, will be suitable for its intended purpose and of merchantable quality, and will comply with and be usable in compliance with its intended purpose and with all applicable laws and regulations. The Contractor further warrants that any services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the best accepted practices. Should any failure to meet any of the warranties stated herein appear within twelve

(12) months after commencement of commercial operation of the equipment or eighteen (18) months after acceptance of the equipment by the Authority, whichever first occurs, the Contractor shall upon notice by the Authority repair or replace the equipment and perform the services not conforming to the foregoing warranties, promptly and without expense to the Authority. In the event of a failure of the Contractor to promptly remedy any breach of warranty as aforesaid, the Authority may correct the deficiencies and charge the Contractor for the cost thereof, which costs the Contractor shall pay. The aforesaid warranties shall survive acceptance of and payment for equipment and services furnished hereunder. After any equipment or services have been repaired, replaced or redone pursuant to the foregoing warranties, they shall be subject anew to the original warranties.

18. FALSE CLAIMS

Contractor warrants that it shall not, with respect to any Contract or Purchase Order, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

19. RISK OF LOSS

Risk of loss of the supplies and/or equipment shall remain with the Contractor until the goods have been delivered and placed under the control of the Authority's personnel.

20. GOVERNING LAW

The laws of the United States Virgin Islands shall govern the interpretation and construction to the extent applicable. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the contract.

21. TERMINATION FOR CONVENIENCE:

- (a) The Authority may, at any time, terminate the Contract for its convenience and without cause.
- (b) Upon receipt of written notice from the Authority of such termination for the Authority's convenience, the Contractor shall:

- i. cease operations as directed by the Authority in the notice;
- ii. take actions necessary, or that the Authority may direct for the protection and preservation of the Work;
- iii. except for Work directed to be performed prior to the effective date of the termination stated in the notice, terminate all existing subcontracts and purchase order and enter into no further subcontracts and purchase orders.

(c) In the case of such termination for Authority's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred (as outlined in b(iii)) by reason of such termination. All materials, supplies and equipment purchased in connection with the scope of work shall, if and when paid for by the Authority, become the property of the Authority.

22. ENTIRE AGREEMENT: MODIFICATION

The Contract constitutes the entire agreement between the parties. The Contract may not be amended or modified except by an instrument in writing signed by duly authorized representatives of the parties.

**THE FOLLOWING PROVISIONS SHALL
BE INCLUDED IN ALL
RFPs AND IFB'S
WHEN APPLICABLE**

The language herein is proposed language to be inserted into RFPs & IFBs when the Scope of Work of the Projects requires. This document is not to be used as an attachment to Contract document but is a tool for document preparation

The following language shall be inserted in all RFPs/IFBs

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

THE BIDDER/CONTRACTOR'S RESPONSE MUST EXPRESSLY STATE THE TERMS AND CONDITIONS OF THE AUTHORITY'S GENERAL CONTRACT TERMS WITH WHICH THE BIDDER/CONTRACTOR DOES NOT AGREE AND PROVIDE ALTERNATIVE LANGUAGE THEREFOR. THE AUTHORITY RESERVES THE RIGHT DEPENDING ON THE STATED EXCEPTIONS TO THE GENERAL CONTRACT TERMS TO CONSIDER ANY RESPONSE OF BIDDER/CONTRACTOR UNRESPONSIVE AND NOT SUBJECT TO FURTHER CONSIDERATION. NO EXCEPTIONS TO THE AUTHORITY'S CONTRACT TERMS SHALL BE BINDING UNLESS EXPRESSLY AGREED IN WRITING BY THE AUTHORITY.

ALL QUESTIONS AND INQUIRIES REGARDING ANY MATTER AFFECTING THE BID/PROPOSAL OR THE CONTRACTOR'S POTENTIAL RESPONSE MUST EXCLUSIVELY BE DIRECTED TO THE AUTHORITY'S MANAGER, CONTRACT ADMINISTRATION, MS. MADELINE STEVENS WEBSTER OR DESIGNEE.

2. RFP's/IFB's IN THEIR ENTIRETY ARE QUALIFIED BY THE FOLLOWING GENERAL TERMS AND CONDITIONS:

ALL COSTS AND EXPENSES ASSOCIATED WITH DEVELOPING AND/OR SUBMITTING A PROPOSAL IN RESPONSE TO AN RFP/IFB AND/OR ANY RELATED ACTIVITY FOLLOWING THE SUBMISSION OF ANY SUCH PROPOSAL SHALL BE BORNE BY THE RESPONDENT. WHILE WAPA HAS ENDEAVORED TO SUPPLY USEFUL INFORMATION IN AN RFP/IFB, WAPA MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED HEREIN OR OTHERWISE PROVIDED TO ANY RESPONDENT BY OR ON BEHALF OF WAPA. WAPA SHALL HAVE NO LIABILITY RELATING TO OR ARISING FROM ANY SUCH INFORMATION OR THE USE THEREOF. RESPONDENTS 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/IFB IS NOT AN OFFER OR COMMITMENT AND IS NOT CAPABLE OF BEING ACCEPTED TO FORM A BINDING AGREEMENT. WAPA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO WITHDRAW OR MODIFY THE RFP/IFB 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/IFB, AND TO ENTER INTO FURTHER DISCUSSION OR INTERVIEWS WITH ANY ONE OR MORE RESPONDENTS.

GENERAL CONTRACT TERMS:

The Authority's General Contract Terms shall be applicable to the Bidder/Contractor. The Bidder's response must expressly state those provisions of the Authority's General Contract Terms with which the Bidder/Contractor does not agree. The Authority reserves the right to consider any exceptions taken to the general Terms and Conditions to be unresponsive and not subject to further consideration, depending on Bidder/Contractor's response and stated exceptions to the Authority's General Contract Terms.

TAXES: The Bidder/Contractor if awarded the Contract may be subject to gross receipt taxes; and import taxes due to the geographical location of the U.S. Virgin Islands. The Bidder/Contractor is advised to contact the Virgin Islands Bureau of Internal Revenue, (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 Bidder/Contractor's tax liability.

The Price proposed by Bidder/Contractor shall be the total consideration paid Bidder/Contractor for all Work performed by the Bidder/Contractor pursuant the Contract. Payment of any taxes, custom, duties, gross receipts, excise or other fees or taxes shall be the sole responsibility of the Bidder/Contractor. The Authority shall not be responsible in any way for any taxes such as customs and duties, excise, gross receipts, or other fees.

Pursuant to 33 VIC section 44(a) (b) of the Virgin Islands Code, 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 of 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 equal to 4% of such payment. 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 \$120,000 or more.

In Contracts for the supply of equipment, supplies, materials or parts for the Authority's operation, by a Bidder/Contractor, where the equipment might be subject to custom duties and/or excise taxes the Authority may accept consignment of the equipment, materials, supplies or parts at a port other than the Virgin Islands for the sole purpose of materials, equipment, supplies or parts not being subject to excise and customs duties; provided, however that the Bidder/Contractor must expressly states the terms of such consignment, the cost of transportation or shipment from such foreign port and provides insurance against loss or damage in the amount of 120% of the value of the item(s) is provided for the benefit of the Authority. Otherwise, the Bidder/Contractor shall bear the cost of all taxes, customs and duties, excise, gross receipts and other fees incurred by Bidder/Contractor in the performance of the Work.

PERFORMANCE BOND/LETTER OF CREDIT:

Bidder/Contractor shall 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 the bid response. The Commitment letter, the format which will be provided by the Authority, shall guarantee the surety will, prior to execution of a contract, provide a bond in an amount as indicated in Paragraph 22 of the Authority's General Contract Terms, unless different terms are indicated by the Authority. The Bond shall remain in effect throughout the entire duration of the Contract and for a warranty period of not less than one (1) year after the Authority has accepted the Work.

A copy of the performance bond must be presented to the Contracting Officer of the Authority prior to execution of the Contract. Failure by Bidder/Contractor to present its performance bond when requested prior to execution of the contract shall be grounds to consider the Contract void.

Any bond provided must provide for the coverage of any and all changes to the contract that adds to the scope of work. Businesses owned and managed by Virgin Islands residents may fulfill the performance bond requirement by agreeing that the Authority may retain 35% of the total contract consideration until final acceptance of the Work by the Contracting Officer, in accordance with the terms and conditions of the contract. Such exception may only be exercised by companies when the contract considered is \$500,000.00 or less.

In addition to the above, a Contractor may, in lieu of a performance bond, be allowed to provide a letter of credit upon the express written permission of the Authority's Contracting Officer. The amount of the letter of credit must correspond with the amount required for the performance bond. The terms of the letter of credit must adhere strictly to the Authority's sample letter of credit, which will be furnished upon request. Any variations from the terms of the proposed letter, without the consent of the Authority's Contracting Office may, at the Authority's option, result in rejection of the letter of credit, and the bidder/contractor shall be required to post a performance bond to secure performance.

BUSINESS LICENSE:

Bidder/Contractor must comply with the licensing laws of the Virgin Islands and obtain all licenses required for the performance of the project. All necessary and applicable license(s) shall be obtained by the Bidder/Contractor and copies presented to the Contracting Officer prior to execution of the Contract. Additionally, Bidder/Contractor must supply the Authority with its

taxpayer identification number. Failure by Bidder/Contractor to present its license(s) prior to execution of the contract and within a reasonable time upon request shall be ground to rescind or void the Contract.

In accordance with 27 VIC § 303b, any Contractor having a business license in the Territory is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Notices of vacancies shall include the title of the position, if any, the proposed salary, any required qualifications, the general duties of the position, and the name, address or telephone number of the person to be contacted by applicants for the position. For the purposes of the law, "position" means employment at an hourly, monthly or yearly salary, intended to last at least 30 hours per week and for one month or more, but does not include temporary or day workers. Anyone requesting information or guidance on this requirement is urged to contact the Department of Labor at 340-776-3700.

LIQUIDATED DAMAGES:

The Authority shall assess liquidated damages solely for Bidder/Contractor's delay in performing the work. For each day that the project extends beyond the specified completion date, for any cause other than excusable causes as defined in Paragraph 13a of the attached General Contract Terms, the Bidder/Contractor and his sureties shall be liable to the Authority and shall be assessed a liquidated damage in the amount of \$_____ subject to a maximum of liquidated damages not greater than \$_____ 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.

INSURANCE:

The Bidder/Contractor is required to obtain and maintain in effect the following insurance coverage pursuant to Clause 21 of the General Contract Terms and Clause 14 of the Professional General Contract Terms. In addition, the Bidder/Contractor shall submit proof of insurance coverage to the Contract Specialist upon award of the Contract. Failure to obtain the necessary insurance shall be grounds to void the Contract.

1. The Contractor shall at his expense before any work is commenced at the Site cause to be issued and maintained until sixty (60) days after acceptance of the work insurance as justified below, which shall include coverage for operations by the Contractor or by any subcontractor or anyone directly or indirectly employed by them. A certification shall be supplied by the Contractor evidencing the following issuance in force on the part of the Work to be performed in the Virgin Islands.

The minimum insurance requirements are:

- a. Workmen’s Compensation and Unemployment Insurance covering all employees engaged directly or indirectly in the performance of the work in accordance with the statutory requirements of or applicable to the Virgin Islands.
- b. Comprehensive General Liability including:
Premises-Operations
Independent Bidder/Contract
Products and Completed Operations
Broad Form Property Damage
Contractual Liability
Explosions and Collapse Hazard
Underground Hazard
Personal Injury with Employment Exclusion deleted
 - (i) Public Liability per person and per accident (not in the aggregate) \$2,000,000.00
 - (ii) Excess liability, Property Damage and Bodily Damage per accident (not in the aggregate) \$2,000,000.00
- c. Automobile Liability Insurance for Owned, Hired, Non-Owned Vehicles:
 - (i) Public Liability (per person and per accident) (not aggregate) \$2,000,000.00

(ii) Property Damage (per accident)
(not in the aggregate) \$100,000.00

d. All Risk Builder's Insurance covering losses or damage to equipment and materials for incorporation in or use in the work delivered to the Virgin Islands, and the damage to the work itself, in an amount equivalent to the Contract price rounded upwards to the nearest \$50,000.00

e. When applicable, Project Specific Engineers, Architects, and/or other Design Professional Negligent Acts, Errors and Omission Liability Insurance in an amount of not less than \$_____ shall be procured for the project.

2. The Certificates thus required shall provide that sixty (60) days written notice shall be given to the Authority prior to cancellation of any policy. Work shall not proceed in the Virgin Islands until such certificates or letters of coverage are in the possession of and approved by the Authority. The Contractor shall name the Authority as an additional assured, as its interest may appear on all insurance policies obtained or maintained by him pertaining to the part of the Work to be performed in the Virgin Islands.

3. Policy must include a Hold Harmless Agreement in the General Liability section.

4. Products and completed operations coverage shall be maintained for a minimum period of one year after final payment.

5. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 60 days written notice prior to cancellation or non-renewal. In the event the Contractor's insurance policy expires, or is cancelled prior to the completion of the work of expiration of the contract, the Contractor shall provide the Authority with a commensurate replacement policy before the policy's effective date of expiration. If the Contractor does not provide the replacement policy, the Contractor shall be deemed in default pursuant to Clause 12 of the General Contract Terms.

ENVIRONMENTAL RESPONSIBILITY:

The Bidder/Contractor shall be responsible for complying with 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 oil, petroleum products, or other prohibited Contaminants during the performance of the Contract.

Bidder/Contractor 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.

The Bidder/Contractor shall indemnify the Authority for any and all fines, assessed the Authority as a result of Bidder/ Contractor's failure to adhere to EPA, OSHA and DPNR regulations and directives, and shall further pay all costs, expenses and attorney's fees, in connection therewith. Additionally, the Bidder/Contractor shall indemnify the Authority for the cost of cleaning up all spills and discharges.

(NOTE: Where CZM, EPA or Army Corps of Engineers Permit(s) have been obtained they shall be specifically referenced and Bidder/Contractor shall be required to perform the work in compliance with such permits.)

EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:

For project involving the construction, improvement, alteration, or repair of a water system, the Bidder/Contractor must comply with 31 VIC Section 271 and 272, which provides that a Bidder/Contractor and any Subcontractor of the Bidder/Contractor shall hire only United States Virgin Islands residents, except as provided below. Bidders are urged to obtain and review the requirements of this law.

In accordance with 27 VIC § 303b, any Contractor having a business license in the Territory is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Anyone requesting information or guidance on this requirement is urged to contact the Department of Labor at 340-776-3700.

FEDERAL FUNDED PROJECTS

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.

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, absent compliance reasons, 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, absent compelling reasons, award a contract to a contractor 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 Excluded Parties Listing System ("EPLS") as compiled by the General Services Administration ("GSA"), to determine if contractors or any of its subcontractors have been debarred or suspended.

The Authority reserves the right to waive a contractor or subcontractor's exclusion, and enter into a contract with a debarred or suspended contractor, if the Authority determines, in writing, that there is a compelling reason to do so, Compelling reasons exist when: (1) goods or services are available only from the excluded contractor; (2) an urgent need dictates dealing with the excluded contractor; (3) reasons related to the Territorial Emergency as declared by the Governor of the Virgin Islands requires dealing with the excluded contractor.

The Authority will make semi-annual checks on the Excluded Parties Listing System (EPLS) 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 remain in effect unless such contract(s) is terminated for default, or default, or for convenience under separate provisions of the contract.

COMMUNICATION WITH AUTHORITY BOARD MEMBERS / EMPLOYEES / EVALUATION COMMITTEE MEMBERS

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

**CONTRACT
ADMINISTRATION
PDF FILLABLE
FORMS**

Virgin Islands Water and Power Authority

REQUEST FOR WAIVER OF COMPETITIVE BIDDING PROJECT INFORMATION

Scope of Work: _____

Department: _____ Cost \$ _____

Division _____

Head _____

Upon execution, the original of this form shall be filed with the Authority's Contract Division

BASIS FOR WAIVER REQUEST

Please check which is the exception, per 30 VIC § 116 (a), to which this waiver request applies:

- (1) an emergency requires the immediate delivery of the material, supplies, equipment or performance of the services.
- (2) repair parts, accessories, or supplemental equipment or services are required for supplies or services previously furnished or contracted for.
- (3) professional, financial (including financial printing) or other expert services or work are required and the Authority shall deem it in the best interest of good administration that contracts therefore be made without such advertisement.
- (4) prices are noncompetitive because there is only one source of supply or because regulated under law; in such case the purchase of such materials, supplies, or equipment or procurement of such services, may be made in the open market in the manner used in commercial practice.

Comments

Describe the facts and circumstances that support the waiver for the reason(s) as set forth above. Please attach correspondence, drawings or any other document that supports your waiver request.

Requested By:

Director

Approved:

Hugo V. Hodge Date

Executive Director

Reviewed for Legal Sufficiency:

Approved:

Lorelei Farrington Date

Date

Disapproved:

Hugo V. Hodge Date

Executive Director

Disapproved:

Lorelei Farrington Date



THE VIRGIN ISLANDS WATER AND POWER AUTHORITY CONTRACT PREPARATION FORM

For PR/IB No. _____

Name of Contractor _____

1. Please attach a description of the Scope of Work (the "Work"), include any special conditions as contained in the RFP that are required for this contract.

2. Total Contract Price: _____ . Is this price inclusive of all taxes? _____

3. Are gross receipt taxes applicable? _____ . If yes, what is the amount of the gross receipt taxes for the work being performed in the V.I.: _____

4. Please attach payment schedule.

5. Are the liquidated damages applicable to the Work? _____ If yes, please indicate the amount/cap on liquidated damages? _____

If liquidated damages are being waived, please attach a waiver signed by the Executive Director.

6. Does the Work require builders risk insurance? _____ If builder's risk is being waived or reduced from the requirements stated in the General Contract Terms, please attach a waiver or approval signed by the Executive Director.

7. How much time will be required to complete the Work: _____

8. Name and telephone number of Contractor Project Manager who will provide information to facilitate the preparation of contract:

9. Are shipping costs included in the contract price? _____

10. Is a performance bond required? _____ In what amount? _____

If performance bond is being waived, please attach waiver signed by Executive Director.

11. Name and title of individual that will execute agreement for the Contractor?

Form completed by _____ Date _____

Change Order VI Water and Power Authority

PROJECT: _____

CHANGE ORDER NUMBER: _____

TO: _____

VI WAPA PROJECT NO: _____

CONTRACT NUMBER: _____

CONTRACT DATE: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:

The Parties agree that the terms and conditions of this Change Order do not usurp or in anyway amend the terms of this contract, excepts as stated herein.

The original Contract Sum was \$ _____

Net Change by Previous Change Orders.....\$ _____

The Contract Sum prior to this Change Order was..... \$ _____

The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order..... \$ _____

The new Contract Sum including this Change Order will be..... \$ _____

The Contract Time will be increased by(_____) Days.

Gross Receipt Taxes deducted from this contract price increase (if applicable).....\$ _____

The Date of Completion as of the date of this Change Order therefore is _____

Contractor

V.I. Water and Power Authority
Owner

P.O. Box 1450
Address

Address

P.O Box 1450
Address

St. Thomas, Virgin Islands 00804

St. Thomas, Virgin Islands 00804

By _____

By _____

By _____

Date _____

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY:

LORELEI FARRINGTON, ESQ. _____

VIRGIN ISLANDS WATER & POWER AUTHORITY CERTIFICATE OF FINAL COMPLETION

PROJECT NAME: _____

DATE OF COMMENCEMENT: _____ **DATE OF TERMINATION:** _____

OWNER: **Virgin Islands Water and Power Authority**

VIWAPA CONTRACT NO: _____

CONTRACTOR'S NAME: _____

ENGINEER'S NAME: _____

This Certificate of FINAL COMPLETION applies to the Scope of Work under the Contract Documents (to include any Change Orders or Addendums thereto).

The Work to which this Certificate applies has been inspected by authorized representatives of the VI WAPA and the Work is hereby declared to be finally completed in accordance with the Contract Documents on

DATE OF FINAL COMPLETION and ACCEPTANCE

From the date of Final Completion the responsibilities between **OWNER** and **CONTRACTOR** are as follows:

RESPONSIBILITIES: (Please list)

- OWNER:**
- a. _____
 - b. _____
 - c. _____

- CONTRACTOR:**
- a. _____
 - b. _____
 - c. _____

CERTIFICATE OF FINAL COMPLETION

FOR PROJECT: _____

CONTRACT NO.: _____

_____ is further obligated to honor the warranty for workmanship, equipment and materials provided under this Contract and item #16b of the General Contract Terms. Such warranty shall remain in effect for a twelve (12) month period following the date of this Certificate of Acceptance. The Authority reserves the right to inform _____ of concerns resulting from incidental project site failures that require resolution during the warranty period.

The following documents are attached to and made a part of this Certificate:

Executed by PROJECT COORDINATOR on: [date] _____

[Name, Title] _____

By: _____

(Authorized Signature)

CONTRACTOR accepts this Certificate of Final Completion on: _____

CONTRACTOR [principal, company] _____

By: _____

(Authorized Signature)

OWNER accepts this Certificate of Final Completion on: _____

VIRGIN ISLANDS WATER and POWER AUTHORITY

[Name, Title] _____

By: _____

Hugo Hodge, Jr.
Executive Director

SUMMARY REQUESTS



Virgin Islands Water and Power Authority
SUMMARY REQUEST FOR EXECUTIVE DIRECTOR ACTION

Date Submitted:

1. **SUBJECT:**
 2. **JUSTIFICATION:**
 3. **BENEFITS:**
 4. **PERMITS REQUIRED/STATUS:**
 5. **COMPLIANCE WITH PURCHASING REQUIREMENTS:**
 6. **COST:**
 7. **BUDGET AUTHORITY & WORK ORDER NO:**
 8. **INITIAL COMPLETION DATE:**
 9. **SPONSOR:**
 10. **DIRECTOR OF TRANSMISSION & DISTRIBUTION APPROVAL:**
 11. **CHIEF OPERATING OFFICER'S APPROVAL:**
 12. **CHIEF FINANCIAL OFFICER'S APPROVAL:**
 13. **EXECUTIVE DIRECTOR'S ACTION REQUIRED:**
 14. **ACTION TAKEN:**
-

Approval: _____

Disapproval: _____



Virgin Islands Water and Power Authority
SUMMARY REQUEST FOR GOVERNING BOARD ACTION

Date Submitted:

1. SUBJECT:
2. JUSTIFICATION:
3. BENEFITS:
4. PERMITS REQUIRED/STATUS:
5. COMPLIANCE WITH PURCHASING REQUIREMENTS:
6. COST:
7. BUDGET AUTHORITY & WORK ORDER NO:
8. INITIAL COMPLETION DATE:
9. SPONSOR:
10. CHIEF OPERATING OFFICER'S APPROVAL:
11. CHIEF FINANCIAL OFFICER'S APPROVAL:
12. EXECUTIVE DIRECTOR (CEO)'S APPROVAL:
13. GOVERNING BOARD ACTION REQUIRED:
14. ACTION TAKEN:

Approval:

Disapproval:

Chairperson

Chairperson

Secretary or Designee

Secretary or Designee

Comments _____

Meeting Number: _____ Date: _____

**MISCELLANEOUS
CONTRACT
ADMINISTRATION
FORMS**

[Surety Company Letterhead]

PERFORMANCE BOND COMMITMENT LETTER

_____, 20____

To: [Name and Address of Bond Applicant]

Re: Virgin Islands Water and Power Authority

Sirs:

We have been informed that the Virgin Islands Water and Power Authority ("the Authority") requires that you obtain a surety bond to guarantee your full performance of all terms and conditions of any contract that you may be awarded as a result of your submitting a bid in the amount of \$_____ in response to RFP/IFB No._____. That bond requirement is outlined at Clause 22 of the Authority's General Contract Terms and must be submitted on the Authority's "VIWAPA Form No. 512".

This letter indicates our commitment to issue in favor of the "Virgin Islands Water and Power Authority", upon the negotiation of all applicable terms with you, a performance bond naming you as the "Principal" and in an amount not exceeding your bid price. That bond shall remain in full force and effect throughout the entire period of the contract, as well as any modifications and extensions to the subject contract, and for a one (1) year warranty period commencing after the date of the Authority's acceptance of the work as conforming to the contract.

We will execute the Authority's bond form at the appropriate time.

Sincerely,

[Signature]
[Print Name]
[Title]

VIRGIN ISLANDS WATER AND POWER AUTHORITY		Date Bond Executed
1. PERFORMANCE BOND (See Instructions on Sheet 2)		
Principal		
Surety		
Penal Sum of Bond (express in words and figures)	Contract No.	Date of Contract

KNOW ALL MEN BY THESE PRESENTS, That we, the **PRINCIPAL** and **SURETY** above named, are held and firmly bound unto the Virgin Islands Water and Power Authority (hereinafter called "the Authority") in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves; our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the Authority, numbered and dated as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Authority, with or without notice to the surety, and during the warranty period for one (1) year from date of acceptance required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void: otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their undersigned representative, pursuant to authority of their governing bodies:

In Presence of:

	Witness	as to	Individual Principal
1.	_____	_____	_____ (SEAL)
2.	_____	_____	_____ (SEAL)
3.	_____	_____	_____ (SEAL)
4.	_____	_____	_____ (SEAL)

	Witness	as to	Individual Surety
1.	_____	_____	_____ (SEAL)
2.	_____	_____	_____ (SEAL)

Attest:	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	By: _____	Affix Corporate Seal
	Title: _____	
Attest:	CORPORATE SURETY	
	BUSINESS ADDRESS	
	By: _____	Affix Corporate Seal
	Title: _____	

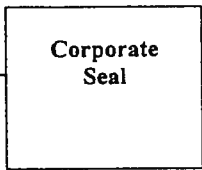
The rate of premium on this bond is _____ per thousand.

Total of premium charged. \$ _____

The above must be filled in by the corporate surety.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal, was then _____ of said corporation: that I know his/her signature, and his/her signature thereto is genuine: and that said bond was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.



INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form except as authorized by the **Virgin Islands Water and Power Authority**.
2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Standard/Affidavit of Individual Surety for each individual surety.
3. The name, including full Christian name, and business or residence address of each individual Party to the bond shall be inserted in the space provided therefore, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has not corporate seal this fact shall be stated in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

VIRGIN ISLANDS WATER AND POWER AUTHORITY
F. BID BOND (See Instructions on Sheet 2)

DATE BOND EXECUTED

PRINCIPAL

SURETY

PENAL SUM OF BOND (express in words and figures)

DATE OF BID

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Virgin Islands Water and Power Authority, hereinafter called the Authority, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and material in the prosecution of the Work provided for in such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work, supplies, and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

- 1. as to (SEAL)
- 2. as to (SEAL)
- 3. as to (SEAL)
- 4. as to (SEAL)

WITNESS

INDIVIDUAL SURETY

- 1. as to (SEAL)
- 2. as to (SEAL)

Attest:	CORPORATE PRINCIPAL	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	
Attest:	CORPORATE SURETY	
	BUSINESS ADDRESS	
	BY	AFFIX CORPORATE SEAL
	TITLE	

The rate of premium on this bond is.....per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I,, certify that I am the..... secretary of the corporation named as principal in the within bond; that, who signed the said bond on behalf of the principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... [CORPORATE SEAL]

INSTRUCTIONS

1. This form shall be used for Contracts whenever a bid bond is required. There shall be no deviation from this form except as authorized by the Virgin Islands Water and Power Authority.
2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Standard Affidavit of Individual Surety for each individual surety.
3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

BANK LETTER HEAD

Date

V.I. Water and Power Authority
P.O. Box 1450
Subbase #18
St. Thomas, V.I. 00804

Ladies and Gentlemen:

We hereby have issued our irrevocable standby Letter of Credit No. _____ in your favor.

For Account of: Company Name
 Mailing Address

Amount: USD

Purpose: Alternative to Performance Bond required under Contract Number _____.
(Description of Work)

Expiry Date: One year after completion of Work

Available against presentation of the following documents:

+Beneficiary's draft at sight drawn on U.S. and Marked: Drawn under Stand-by Letter of Credit No. _____.

+Original Letter of Credit.

+Statement duly signed by an authorized representative of the V.I. Water and Power Authority containing language to the effect that (Name of Company) is in default of its performance obligations under Contract No. _____.

Special Instructions:

- Partial Drawings are allowed.
- Letter of Credit is binding on issuer's successors and assigns.
- Issuer will replace the original Letter of Credit if it is lost, stolen, mutilated, or destroyed. Providing the beneficiary gives the issuer a customary indemnity for lost instruments.
- Issuer will transfer proceeds to a third-party. Upon a written assignment by the beneficiary and in the event of (Company's name) default under Contract No. _____ that is substituted by the beneficiary to complete performance.
- Presentation of the Letter of Credit is not a condition on assignment.

We will reimburse you according to your instructions.

We hereby engage with the bonafide holders of all drafts drawn and/or documents presented under and in compliance with the terms of this Letter of Credit that such drafts and/or documents will be duly honored upon presentation to us.

Remit documents in one lot to (Bank Name and Full Address, Telephone and Fax)

This letter is the operative instrument and is subject to the most recent revision of the International Standby Practices (ISP98) of the International Chamber of Commerce.

(Name)
L/C SUPERVISOR

(Name)
AUTHORIZED SIGNATURE



NOTICE TO PROCEED

To: _____
 (Contractor)

Contract No: _____
Date of Issuance: _____
Project: _____

You are hereby notified to commence **WORK** in accordance with Contract No: _____ dated _____, _____.

Contract will commence on: _____

Contract will terminate on: _____

V.I. WATER AND POWER AUTHORITY

By: _____

Title: _____

ACCEPTANCE of NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Name: _____

Title: _____

Date: _____

**CONTRACT
ADMINISTRATION
SAMPLE LETTERS**



VIRGIN ISLANDS
WATER
AND **POWER**
AUTHORITY

P.O. BOX 1450
ST. THOMAS, USVI
U.S. VIRGIN ISLANDS 00804-1450
TELEPHONE: (340) 774-3552
FAX: (340) 774-3422

July 1, 2010

Mr. John Brown

(BUSINESS ADDRESS)

**RE: IB-06-10 CRUZ BAY ROUNDABOUT UTILITY UNDERGROUND
RELOCATION PROJECT - ST. JOHN, U.S. VIRGIN ISLANDS**

Dear Mr. Brown:

The Virgin Islands Water & Power Authority has accepted your bid for the above-referenced project. Please note that this acceptance is subject to the parties negotiating and arriving at a mutually acceptable agreement.

We look forward to working with you on this project.

Thank you for your cooperation.

Sincerely,

Madeline Stevens Webster
Manager, Contract Administration



VIRGIN ISLANDS
**WATER
AND POWER
AUTHORITY**

P.O. BOX 1450
ST. THOMAS, USVI
U.S. VIRGIN ISLANDS 00804-1450
TELEPHONE: (340) 774-3552
FAX: (340) 774-3422

July 1, 2010

Mr. John Brown

(BUSINESS ADDRESS)

**RE: PR-07-09 COMPREHENSIVE LEAK DETECTION SURVEY, ST. CROIX,
U.S. VIRGIN ISLANDS**

Dear Mr. Brown:

The Virgin Islands Water & Power Authority advises that the above-referenced project has been awarded to _____.

This award was based on the most responsive bidder for the performance of the scope of work identified in the above-referenced specification.

The Authority wishes to thank you for your participation in this invitation and your name will be retained on our bidders' list.

Sincerely,

Madeline Stevens Webster
Manager, Contract Administration



VIRGIN ISLANDS
**WATER
AND POWER
AUTHORITY**

P.O. BOX 1450
ST. THOMAS, USVI
U.S. VIRGIN ISLANDS 00804-1450
TELEPHONE: (340) 774-3552
FAX: (340) 774-3422

July 1, 2010

Mr. John Brown

(BUSINESS ADDRESS)

**RE: SC-34-09 UNIT #19 GAS TURBINE MAJOR INSPECTION AND REPAIR,
ST. CROIX, U.S. VIRGIN ISLANDS**

Dear Mr. Brown:

Our records indicate that your V.I. Business License for the above mentioned project will expire on June 1, 2010. Please be advised that if your Business License is not submitted on or before June 1, 2010, further action may be taken by the Authority's Contract Officer.

To avoid further action in this matter, please issue the required document to the Contract Administration Department, attention: Madeline Stevens Webster and Debarah L. Smith.

Thank you for your cooperation.

Sincerely,

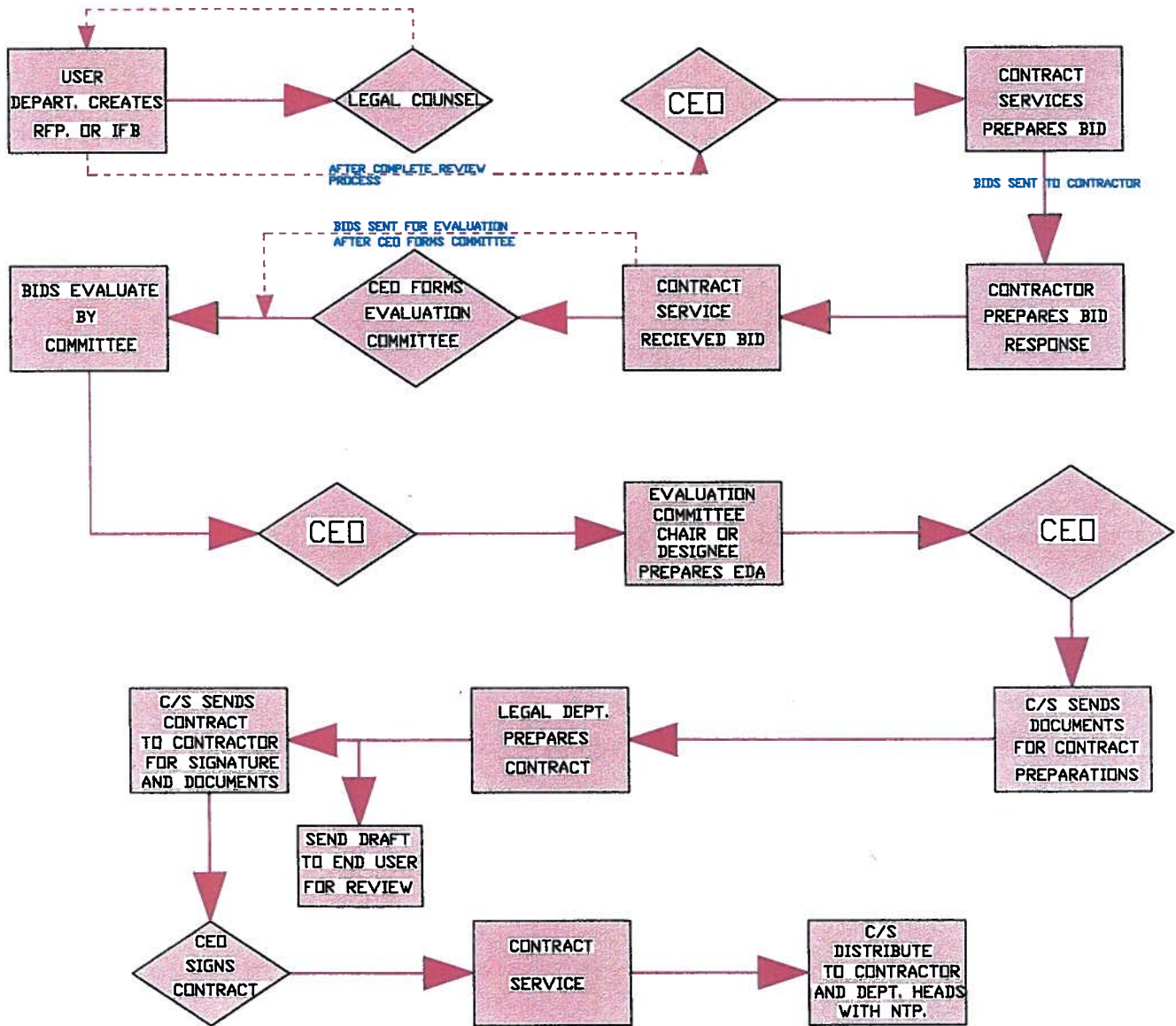
Madeline Stevens Webster
Manager, Contract Administration

**VIWAPA RFP & IFB
FLOWCHART
DIAGRAM/PROCESS**



CONTRACTS ADMINISTRATION VI WAPA RFP AND IFB PROCESS FLOWCHART

UNDER (\$200,000)



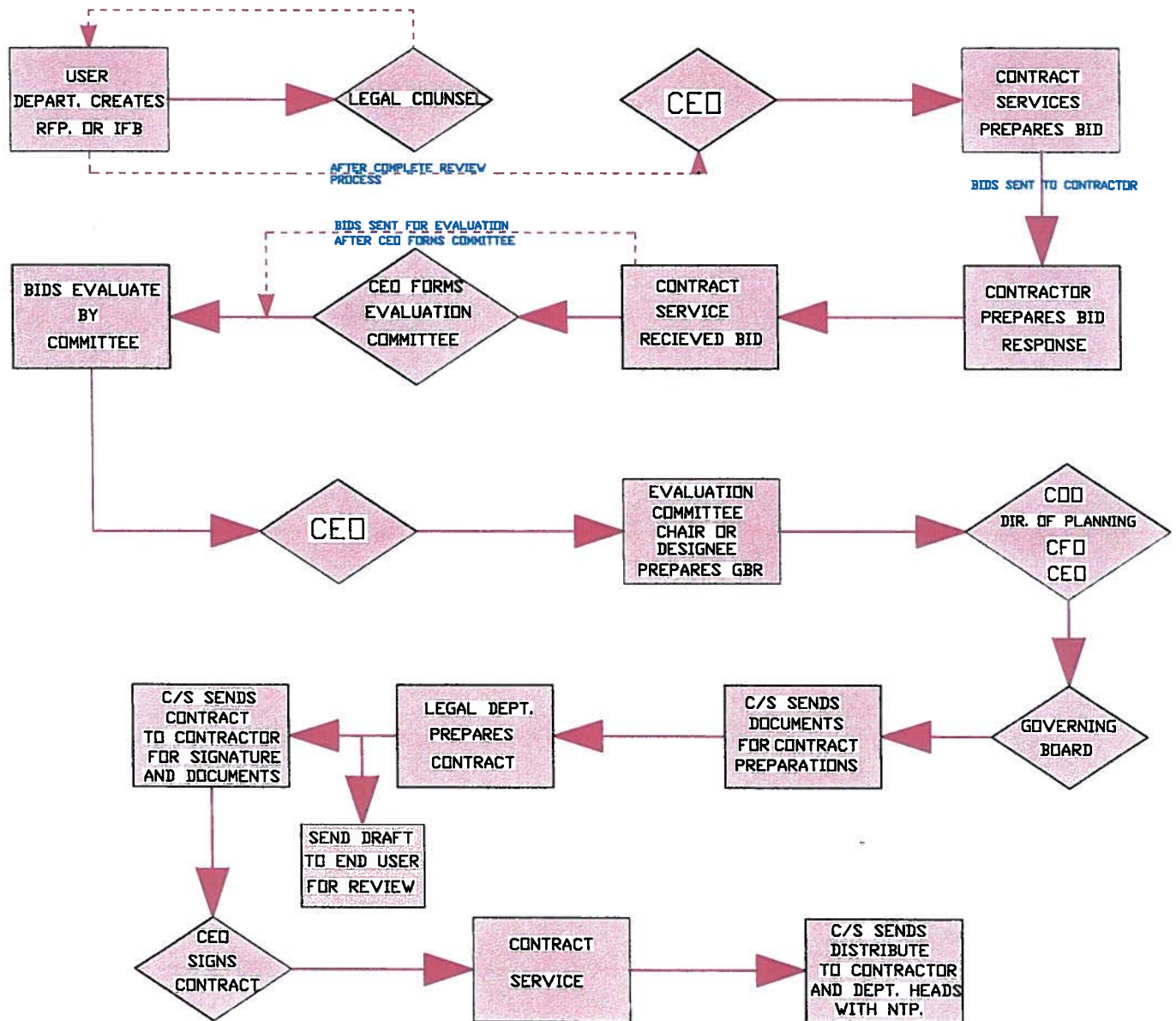
ACRONYMS

REQUEST FOR PROPOSAL	RFP
INVITATION FOR BID	IFB
CHIEF EXECUTIVE OFFICER	CEO
CONTRACT SERVICES	C/S
EXECUTIVE DIRECTOR APPROVAL	EDA

GUIDELINES

CONTRACTS ADMINISTRATION VI WAPA RFP AND IFB PROCESS FLOWCHART

ABOVE (\$200,000)



ACRONYMS

REQUEST FOR PROPOSAL	RFP
INVITATION FOR BID	IFB
CHIEF EXECUTIVE OFFICER	CEO
CONTRACT SERVICES	C/S
GOVERNING BOARD	GB
GOVERNING BOARD APPROVAL	GBA

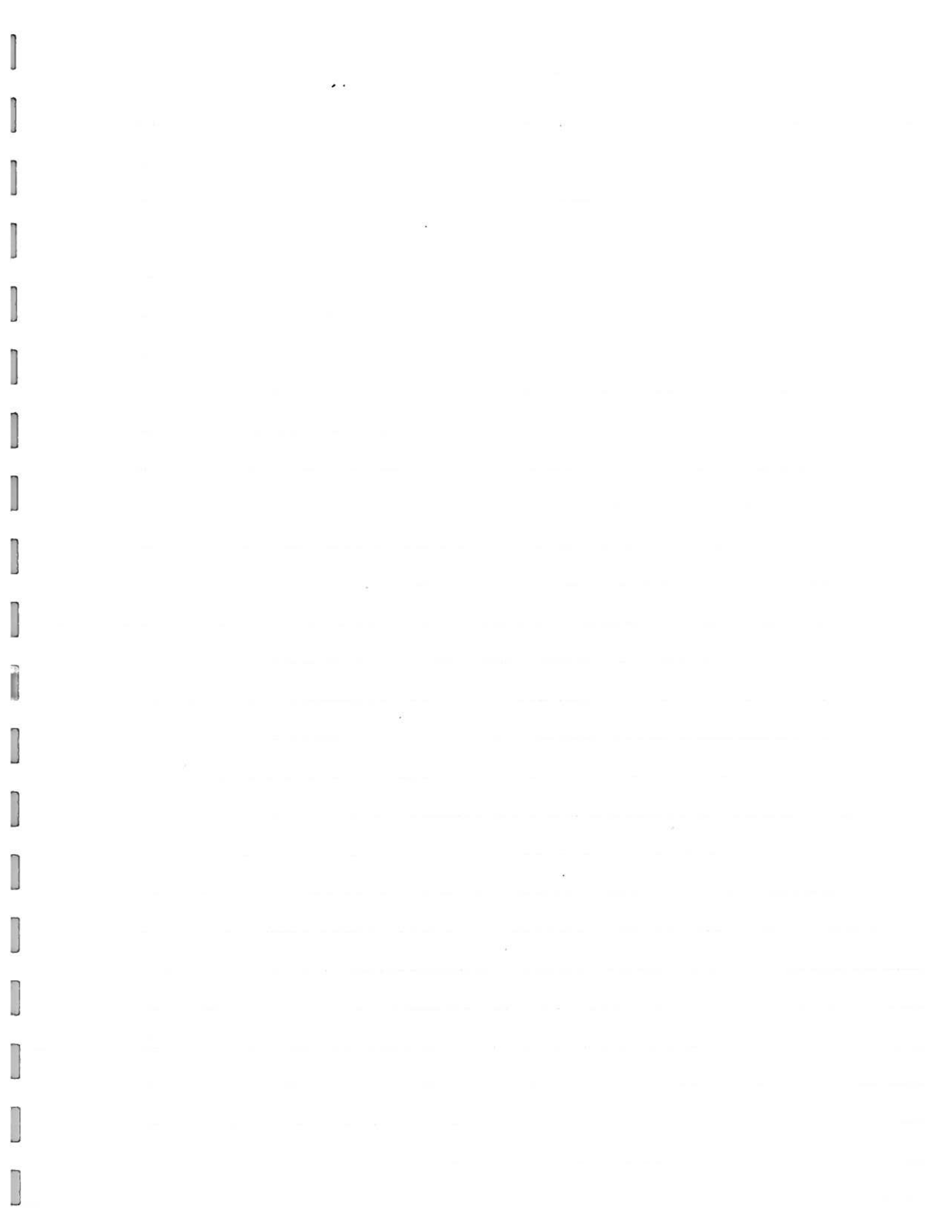
GUIDELINES

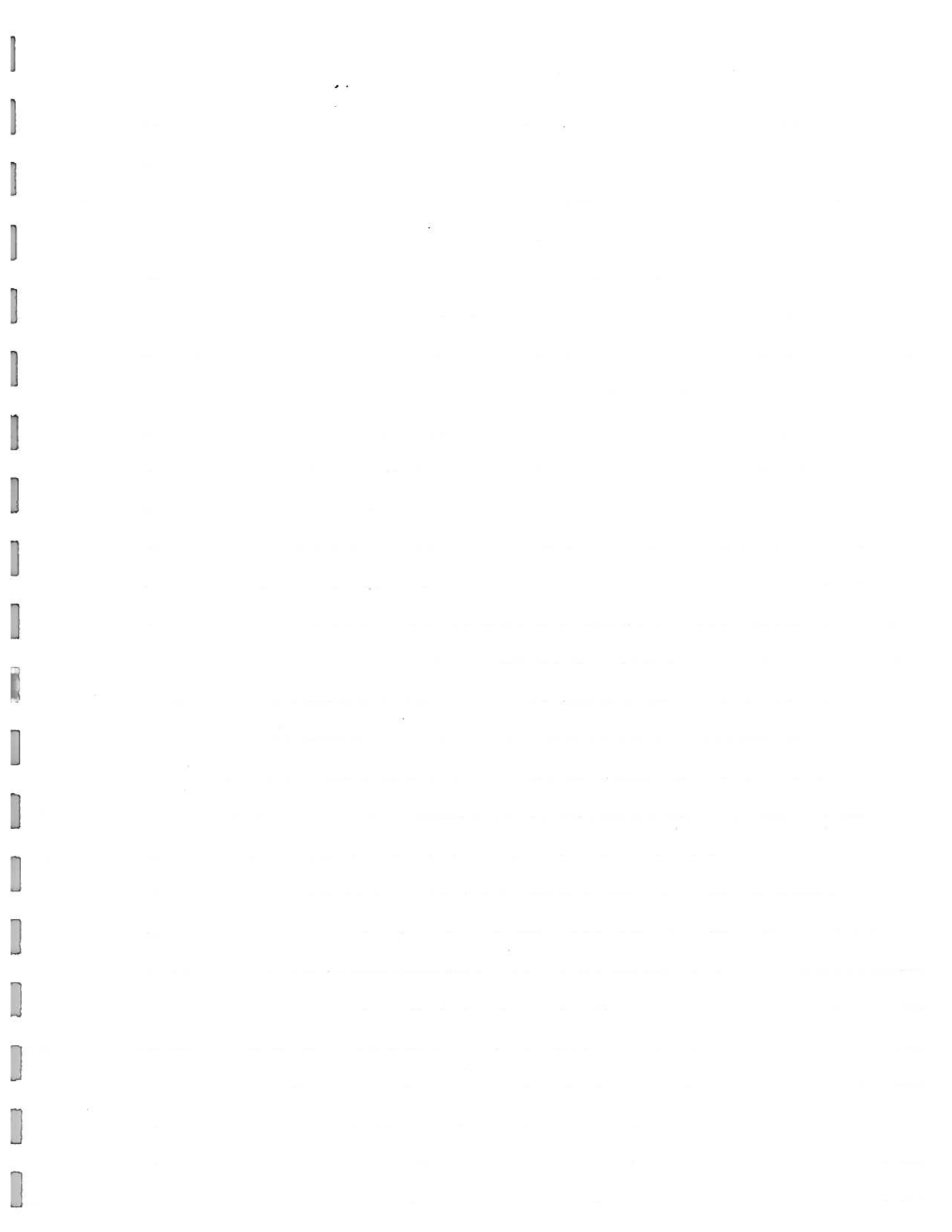
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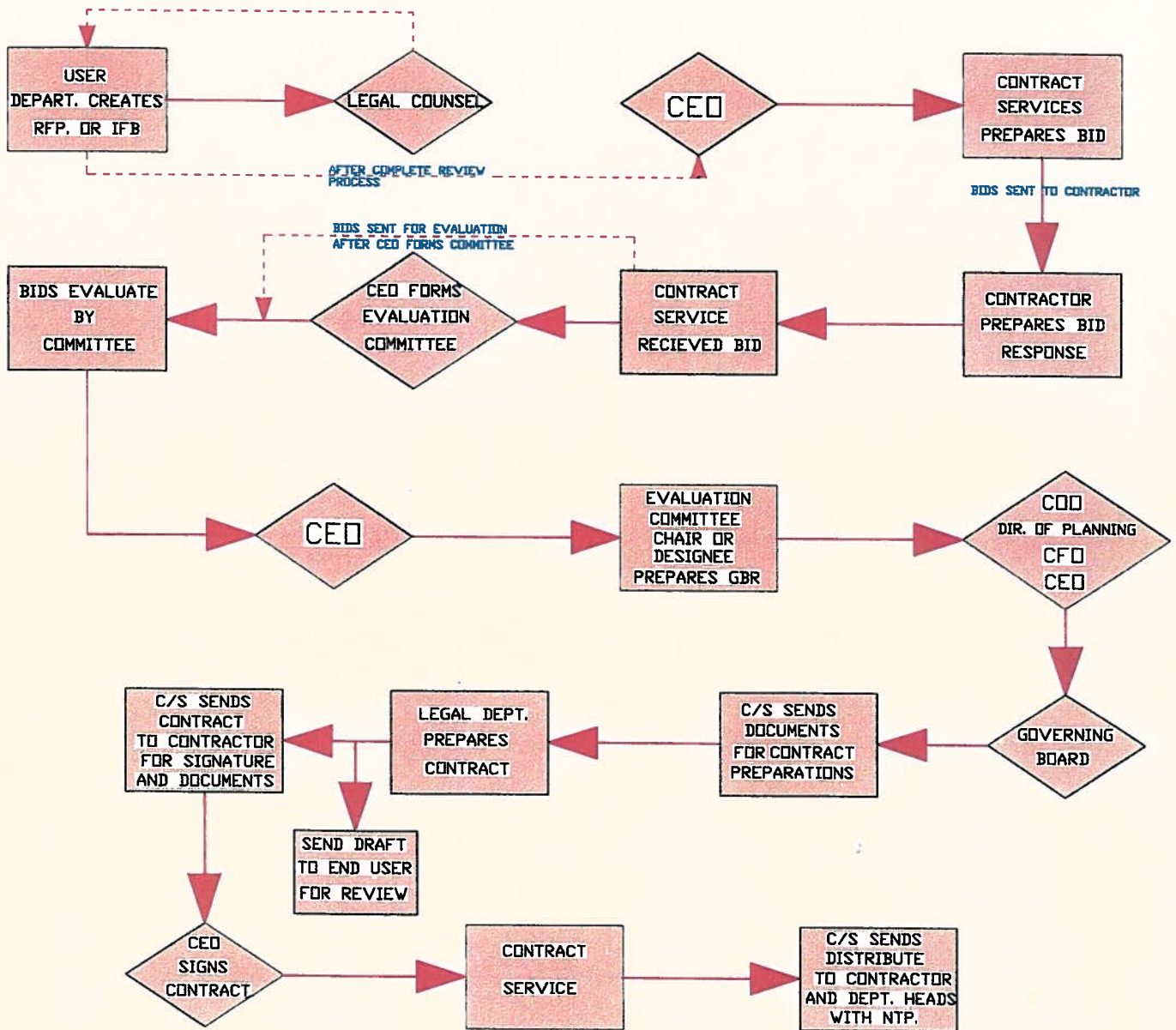






CONTRACTS ADMINISTRATION VI WAPA RFP AND IFB PROCESS FLOWCHART

ABOVE (\$200,000)



ACRONYMS

REQUEST FOR PROPOSAL	RFP
INVITATION FOR BID	IFB
CHIEF EXECUTIVE OFFICER	CEO
CONTRACT SERVICES	C/S
GOVERNING BOARD	GB
GOVERNING BOARD APPROVAL	GBA

GUIDELINES