

REQUEST FOR PROPOSALS
WTJX 30KVA UPS Purchase and Installation
Mountain Top, St. Thomas

A. NOTICE

The Virgin Islands Public Broadcasting System, herein after referred to as WTJX, is soliciting firm, fixed price proposals from qualified and experienced companies for the purchase, installation and integration of a 30KVA (208/220V) Three Phase UPS System. The company shall provide all labor, material, supplies, permits and equipment to complete said Uninterruptable Power Supply installation as specified including necessary circuits, documents and commissioning for WTJX, located at 3A-17 Mountain Top, St. Thomas, USVI.

Information provided in the scope of work shall be used solely for purpose of preparing a bid. It is further expected that each bidder will read the scope of work with care, for failure to meet certain specified conditions may invalidate their bid.

WTJX reserves the right to reject any or all proposals or any portion thereof and to accept the bid deemed most advantageous to WTJX. Price and the ability of the bidder to complete this type of project shall be considered as the sole criterion for awarding this project (lowest responsive and responsible bidder).

Applicants are requested to submit proposal based on the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the bid.

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Invitation for additional information on clarifying the scope of work should be emailed to rfp005-2023@wtjx.org. Hard copies of this Request for Proposals are also available at WTJX's Estate Richmond facility.

B. STATEMENT OF PURPOSE

WTJX is run by a Board of Directors, and the Chief Executive Officer is responsible for the day-to-day operations of the System. The basic goal of the System is to advance the general welfare of the community through educational, cultural and public affairs programming, local and national, for the population of the Virgin Islands. The station's general policy is set by its Board of Directors. Some oversight duties are exercised by the V.I. Government's Executive and Legislative branches. The Legislative branch appropriates, and the Executive branch allots the majority of the funds necessary for the operation of the System.

WTJX is eligible for funds from the Corporation for Public Broadcasting (CPB), which is a private corporation created by the Federal government. It is the largest single source of funding for television and radio programming; and like all broadcast outlets, WTJX is regulated by the Federal Communications Commission (FCC). WTJX is a member of the Public Broadcasting Service (PBS), a private, non-profit media enterprise, owned and operated by member stations, which produce and distribute programs. WTJX is also a member of National Public Radio (NPR).

Mission:

WTJX's mission is to partner with individuals, foundations, corporations, and government agencies, to develop community engagement projects, designed to enhance the quality of life for everyone in the Virgin Islands.

Vision:

WTJX, educating everyone in the Virgin Islands from the cradle to the rocking chair.

Values:

To open engagement that is relevant to everyone in the Territory. This engagement should be inclusive, interactive and provide meaningful information for the education of all.

C. PROPOSED SCOPE OF WORK

WTJX is soliciting proposals from qualified and experienced companies in procuring the necessary equipment, professional, qualified licensed and insured installation and support as specified.

Proposal shall include:

1. Contact information;
2. Estimated installation schedule in calendar days, showing significant milestones; and
3. Price for one 30KVA (208/220V) Three Phase UPS
4. Price for all other hardware and labor. Provide a detailed cost breakdown, to include unit costs.

Summary of the work the bidder shall be responsible for performing:

1. Provide one 30KVA (208/220V) Three Phase Uninterruptable Power Supply
2. Provide all labor, materials, equipment and supervision required to complete work;
3. Provide all general installation and integration;
4. Coordinate staging and loading of material on-site with WTJX;
5. Coordinate with WTJX to minimize pedestrian and traffic disruptions during installation;
6. Complete work within agreed upon time schedule; and
7. Complete installation work as follows:

General:

- i. The contractor understands the installation will take place in a 24/7/365 operationally sensitive facility to which minimal electrical disruption can occur.
- ii. The installation shall conform to standard electrical code unless more stringent requirements are required in the plans and specifications.
- iii. The contractor shall verify in the field all conditions, elevations, and dimensions before starting work. WTJX shall be notified immediately if any discrepancies are found.
- iv. The contractor shall inform WTJX in writing of any discrepancies or omissions of details noted from the walk-thru or in the scope of specifications or if any variations are needed in order to conform to codes, rules and regulations. Upon receipt of such information, WTJX will send written instructions to all concerned and work shall be performed in a manner as directed by WTJX and/or its Project Manager. Any such discrepancy, omission, or variation not reported, shall be the responsibility of the contractor.
- v. It shall be the responsibility of the contractor to provide temporary braces, shores and guys, wherever necessary to support all conduit or wiring to which the installation may be subjected during integration.
- vi. The typical notes and details shall apply in all cases unless specific details occur elsewhere. Where no detail is shown, installation shall be as for similar work.

D. TIMETABLE

There will be a pre-bid meeting and site inspection on 04/17/23 at 2:00 P.M. at WTJX's Mountain Top facility.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit four (4) sets of proposals, which are to be delivered to the Chief Executive Officer's Office at WTJX during normal business hours, no later than 04/30/23.

They shall be addressed to:

Tanya-Marie Singh
Chief Executive Officer
Virgin Islands Public Broadcasting System
1600 Kongens Gade
Adams Building

St. Thomas, VI 00802

The sealed envelope containing the bid must have the following information written on the outside of the envelope:

SEALED PROPOSALS - DO NOT OPEN

RFP - WTJX MOT 30KVA UPS - ESTATE RICHMOND

Name of bidder

Mailing address of bidder

Telephone number of bidder

Where proposals are sent by mail, the bidder shall be responsible for their delivery to WTJX before the date and time set for the closing of acceptance of proposal. Our mailing address is:

P.O. Box 808
Christiansted, VI 00821

F. WITHDRAWALS OF BID

A bid may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposal. However, no bid shall be withdrawn or canceled for a period of thirty days after said closing time for acceptance of proposal, nor shall the successful provider withdraw or cancel or modify his bid, except at the request of WTJX after having been notified that said bid has been accepted by WTJX.

G. CONSIDERATION OF PROPOSALS

The Chief Executive Officer shall represent and act for WTJX in all matters pertaining to the scope of work and contract in conjunction therewith. This RFP does not commit WTJX to the award of a contract, nor to pay any cost incurred in the preparation and submission of proposal in anticipation of a contract. WTJX reserves the right to reject any or all proposal and to disregard any informality and/or irregularity in the bid when, in its opinion, the best interest of WTJX will be served by such action.

H. ACCEPTANCE OF PROPOSALS

WTJX will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's bid may be grounds for disqualification.

I. CONTENTS OF PROPOSALS

The following is a list of information to be included in the written proposals. Failure to comply with all the requirements as outlined may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Company name, address, fax and telephone; and
 - b. Type of service for which the company is qualified.
2. Organization:
 - a. Names/addresses of principals of the company;
 - b. Names of key personnel with experience of each and length of time in organization;
 - c. Number of staff available for assignment (local & off-Territory);
 - d. Number of in-house design staff and design staff qualifications;
 - e. Copy of Articles of Incorporation;
 - f. Copy of Certificate of Resolution(for Corporation)
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects of similar type and estimated cost of each; and
 - b. Current projects underway, scope, percentage completed to date, and estimated cost of each.
5. Three Project References: (to include: name, telephone number, e-mail address and fax number).
6. Warranty: Vendors must provide comment on warranty.
7. Evaluation Criteria: The RFP will be evaluated to determine which bid provides the best value. The criteria matrix includes; responsiveness to bid, personnel qualifications, relevant experience, and fee.

J. CONFLICT OF INTEREST

A bidder filing a bid hereby certifies that no officer, agent or employee of WTJX has a pecuniary interest in this bid or has participated in contract negotiations on behalf of WTJX; that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same Request for Proposals; the bidder is competing solely in its own behalf without connection with or obligation to any undisclosed person or entity.

K. LICENSE REQUIREMENT

An award will not be made to any entity or individual doing business in the Virgin Islands to perform work with WTJX until evidence is submitted that the said entity or individual has a valid V.I. Business License to do business in the Virgin Islands. The bidder must submit hard copy of a valid V.I. Business License within ten (10) working days after award.

All bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

L. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this bid package. Insurance policy(ies) shall name the WTJX as "Additional Insured." The public liability insurance shall have a minimum limit of not less than one hundred thousand (\$100,000.00) dollars for any one occurrence for death or personal injury and one hundred thousand (\$100,000.00) dollars for any one occurrence for property damage. The bidder must provide public liability insurance within ten (10) working days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) working days after award of project, the successful bidder must submit a copy of their certificate providing that his company and his agents are covered by Workers' Compensation Employee's Liability.

FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE BID DEEMED AS NON-RESPONSIVE AND BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.

M. REQUIREMENTS FOR CORPORATIONS

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

N. TERMS AND CONDITIONS

Award will be made to the applicant whose bid is determined to be superior based on the responsiveness to the design, Scope of Work, experience, cost and warranties provided.

WTJX reserves the right, at its sole discretion, to select a contractor on the basis of response to this Request for Proposal or to request additional responses from other qualified individuals/entities or additional sources, for the specific project identified, at the conclusion of the Request for Proposals.

WTJX reserves the right, at its sole discretion, to accept or reject any or all proposal received as a result of this request, to negotiate with any qualified contractor or additional sources, or to modify or cancel, in part, or in its entirety, this Request for Proposals, or waive compliance with, or change any of the terms and conditions of the Request if it's in the best interest of WTJX to do so.

The proposed project shall conform to, and be subject to all applicable laws, regulations, and ordinances of all Federal and local authorities having jurisdiction, as the same may be amended from time to time, except as otherwise specified herein.

All valid permits as required by local and federal agencies shall be obtained by the selected contractor prior to commencing any construction.

WTJX is not obligated to pay and shall not pay any cost of losses incurred by any contractor at any time, including the cost of responding to this Request for Proposals, unless the Government has expressly agreed to do so in writing.

Selection of a contractor's bid will not create any right on the applicant's part, including without limitation, rights of enforcement, equity, or reimbursement, until the applicable contract and all related documents are fully executed and approved by all parties.

WTJX reserves the right to approve the selected contractor's principal consultants throughout the design and development of the project.

WTJX at its sole discretion will have the option to terminate negotiations at any time if it is not satisfied with the progress of the negotiations. WTJX reserves the right, after rejecting all proposal or withdrawing the Request for Proposals, to negotiate with a nonapplicant, if it is in the best interest of WTJX.

Submission of a bid shall be deemed the contractor's consent to any inquiry made by WTJX with regard to the contractor's experience and/or financial capabilities or other matter deemed relevant by WTJX to the bid.

This Request for Proposals does not constitute any obligation whatsoever of WTJX. A valid contract may only be executed after approval by the Chief Executive Officer of WTJX.

O. RESERVATIONS

The agreement to be entered into between WTJX and the successful bidder shall contain negotiated provisions based on the specific requirements sets forth in the Request for Proposals, and the successful bidder's treatment thereof, as contained in its bid. Any respondents wishing to take exceptions to any statement or requirements in this Request for Proposals or to any required specific or general provisions in the attachments should address these issues in its response. A general statement of reservations is not acceptable.

P. DEBARMENT

By execution of an agreement, the contractor certifies that it is eligible to receive grant awards using federally appropriated funds that it has not been suspended or debarred from entering into contracts with any federal agency. The contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the contractor or subcontractor misrepresents its eligibility to receive grant awards using federal funds, the contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under the executed agreement and that the contractor or subcontractor shall promptly reimburse WTJX for any progress payments heretofore made. If, during the term of the executed agreement, the contractor shall become ineligible to receive grant awards using federal funds, the agreement shall be terminated forthwith for cause and the contractor shall not be entitled to payment for any work, or purchase under the agreement or subcontractor after the effective date of ineligibility.

Q. INDEMNIFICATION

Contractor agrees to investigate, indemnify, and hold harmless WTJX, as well as consultants and project managers retained by WTJX, from and against any and all loss, damage liability, claims, suits, actions, judgments, demands, detriments, costs, charges and expenses (including attorney's fees) of whatsoever character which the Government may incur, sustain or be subjected to, to the extent caused by the negligent actions of the contractor under the executed agreement and arisen from any cause, except the negligence of WTJX.

R. INDEPENDENT CONTRACTOR

The contractor shall perform this project as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

S. GOVERNING LAW

The executed agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

END OF REQUEST FOR PROPOSAL