



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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REQUEST FOR PROPOSALS

for

ELECTRICAL POWER GRID ACTION PLAN(s) & AMENDMENTS **ADDENDUM 1**

RFP 001-2022-DR-STT/STX

Issue date:
March 7, 2022

Submittal deadline:
April 6, 2022

Contact person:

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<https://www.vihfa.gov/procurement/solicitation>

 *Unlocking the Door to Affordable Housing*

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ADDENDUM 1

This addendum is issued to modify the previously issued RFP document and/or given for informational purposes and is hereby made a part of the RFP document. The Respondent must acknowledge the receipt of any and all addenda by acknowledging it in the RFP Cover Letter, Enclosure Document A. The Virgin Islands Housing Finance Authority (“VIHFA”) is providing responses to the questions asked by potential Respondents. Below are the questions and the responses as follows:

1. ****Change Request** Page 13 of RFP, Section 6.0 Price and Payment:** If acceptance or rejection of a deliverable is not provided in writing by VIHFA to Construction Project Manager within 15 business days, such deliverable shall be deemed accepted as satisfactory.

Request: Denied

2. **Page 24 of RFP, Section 16.2 – Required Documents, B. Insurance:** “The successful respondent will be required to obtain and have in place Liability Insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). The Insurance policy shall name the VIHFA as an “Additional Insured”. The successful respondent must provide a copy of the Liability Insurance. Would VIHFA be agreeable that the Certificate of Insurance (COI) naming the VIHFA as additional insured would not be required until a final contract is executed and that for response to RP will only require proof of insurance?”

Answer: Yes

3. ****Change Request** Page 24 of RFP, Section 16.2 Required Documents:** “The successful respondent will be required to obtain and have in place Liability Insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). The Insurance policy shall name the VIHFA as an “Additional Insured”, to the extent of liabilities assumed by successful respondent in its performance of its services under the agreement.

Request: Denied

4. ****Change Request** Page 42 of RFP, Section 5 Access to Records:** Upon receipt of at least 72 hour written notice, the State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product.

Request: Denied

5. ****Change Request** Page 45 of RFP, Section 18 Indemnification:** The Contractor/Subcontractor shall indemnify, defend and hold harmless VIHFA and its agents and employees from and against any and all claims, actions, suits, charges, and judgements directly arising from or directly related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of its services called for in this Contract.

Contractor/Subcontractor shall not be required to indemnify, defend and hold harmless VIHFA and its agents and employees for any and all loss, damage, liability, claims, actions, suits, charges, and judgements, charges, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which are premised, in whole or in part, on the alleged negligence, acts and/or omissions of VIHFA and its agents and employees.

In no event shall either party be liable for any exemplary, punitive, incidental, special indirect or consequential damages of any kind,, including, without limitation, any loss of profits or revenue, loss of use of property or equipment and business interruption losses, regardless of the cause of such damages, including, without limitation, any negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of either party or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise.

Notwithstanding any contrary provision in this Contract, Contractor/Subcontractor's liability for any and all claims arising out of or in connection with the Contract or the Work shall not exceed, in the aggregate, three times the fees actually paid by VIHFA to Contractor within the twelve (12) months preceding the event giving rise to the claim under this Contract. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of Contractor or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.

Request: Denied

6. ****Change Request** Page 46 of RFP, Attachment 3 – Section 22 Termination for Clause:** Contractor may only terminate this Agreement based upon the Client's uncured, material breach of this Agreement.

Request: Denied

7. **Page 46 of RFP, Attachment 3 – Section 22 Termination for Clause:** Is VIHFA open with adding or modifying the language allowing the Contractor/Subcontractor to rectify any actions, through a written cure notice by VIHFA prior to termination the contract for cause?

Answer: HUD General Provisions are standard language that may not be altered.

8. **Page 46 of RFP, Attachment 3 – Section 22 Termination for Clause Termination for Clause:** Is VIHFA open to adding the right for Contractor/Subcontractor to terminate for cause if the VIHFA is in breach of contract provided that the Contractor/Subcontractor provides a written cure notice to VIHFA?

Answer: No

9. **Page 51 of RFP, Attachment 3 – Section 29 Bonding Requirements:** Will VIHFA be opened to waive the Bonding Requirements as they are not applicable to this requirement?

Answer: As this is a Professional Services Contract, the bonding requirements are not required.

All other requirements and provisions of RFP 001-2022-DR-STT/STX, Electrical Power Grid Action Plan(s) & Amendments, shall remain in full force and effect.



Ann Hanley, Program Director
Community Development Block Grant – Disaster Recovery

March 24, 2022

Date