



# VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

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## REQUEST FOR PROPOSALS

for

### CONSTRUCTION MANAGEMENT SERVICES CDBG-DR SINGLE – AND MULTI-FAMILY REPAIR **ADDENDUM 1**

RFP 004-2022-DR-STT/STX

**Issue date:**

**February 25, 2022**

**Submittal deadline:**

**March 30, 2022**

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

 *Unlocking the Door to Affordable Housing*

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RFP 004 - 2022 -DR-STT/STX  
REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT SERVICES CDBG-DR  
SINGLE-MULTI-FAMILY REPAIR  
**ADDE ND UM 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. **Page 3 of RFP, Section 2.1 Scope of Work:** The RFP SOW cites under 2.1.2, 2.1.3, 2.1.4 a series of tasks that relate to assessment of damage and development of scope, cost, and drawings. Are these services to be performed ONLY as part of processing repair claims by applicants, i.e. – we will validate what the applications state and proceed accordingly, or are we to also perform such services without having any applications at hand and develop such documents from scratch, i.e. – brand new assessments and scoping?

**Answer:** The respondent must create the following documents based on their assessment of the property. The respondent will be responsible for ensuring the tasks encompass all components of the repairs in accordance with eligible repairs ([https://cdbgdr.vihfa.gov/wp-content/uploads/2021/09/21.09.07\\_Rental-Rehab-Recon-PP-V3.1.pdf](https://cdbgdr.vihfa.gov/wp-content/uploads/2021/09/21.09.07_Rental-Rehab-Recon-PP-V3.1.pdf)).

- 2.1.2 : The respondent is to inspect the property and develop a new scope of work. The report must include an estimate cost to rehabilitate or reconstruction and projected days to complete construction.
- 2.1.3 : The respondent is to identify repairs made by the applicant because of the storm and provide and estimate cost of the repairs made.
- 2.1.4 : The respondent is to prepare architectural drawings as required by the scope identified in the scope of work.

The respondent is responsible for providing a description of the property that details the general condition and provide photographic backup, in its current state.

2. **Page 3 of RFP, Section 2.1 Scope of Work:** For SOW item 2.1.4 are we assume that all properties have an existing set of architectural plans that will be used to support the assessment effort and also use this set of plans as basis for updating the plans for repairs? Are these plans available electronically? If no plans are available what information will be made available with regard to existing property records?

**Answer:** The respondent is responsible for creating new architectural drawings as required based on the assessment of the property. The respondent is to assume that existing records are not available. Should existing plans be available, the respondent is still responsible for verifying all aspects of the plans. Existing plans does not relieve the respondent from ensuring the final product submitted to the Program is in accordance with the requirements of policies and procedures (*see 2.1.6(a) General Requirements pg. 4*).

This shall include providing the Department of Planning and Natural Resources approvals and notices.

3. **Page 3 of RFP, Section 2.1 Scope of Work:** For item 2.1.5, Trades Assessment, in what way is this work difference or above and beyond what SOW item 2.1.2? i.e., is this supplementary to 2.1.2 and what triggers the need perform this service?

**Answer:** The respondent is responsible for ensuring the scopes of work are inclusive of all damages to the structure in accordance with the Program's policies and procedures. Should a property require a specialized in-depth assessment because of extensive damage or safety concerns, the respondent is responsible for ensuring a professional licensed in the respective field provides recommendations to remediate or eliminate the area of concern. The respondent shall submit a request to the Program prior to conducting the trades assessment. Licensed professionals will include but not be limited to Engineers, Electricians, Plumbers, and other construction related professionals with valid credentials.

4. **Page 15 of RFP, D. Approach Summary,** we are being asked to provide a schedule of completion for the work. We believe it is not possible to develop such schedule when we do not know the extent of the repairs needed, construction phasing, conditions on the ground and bid strategy; this information will be developed as part of our preconstruction services and will help inform our plan for construction and associated preliminary schedule. Can you review this request and advise accordingly on the need to provide such schedule and the basis to do so?

**Answer:** The respondent is responsible for identifying the extent of damages. The level of damage is unknown at this time. Projects will be group by 10 properties for approximately 16 rounds of bidding. Using the day restrictions in 2.1: Scope of Work - Single and Multi-Family Repair Programs, the respondent is to develop a work plan explaining how the respondent will accomplish the tasks identified.

- 5. Enclosure Document H:** Regarding pricing Levels of Effort (LOE) for drawings preparation, it is not possible to adequately estimate LOE when we don't know the extent of damage and types of repairs required for the units; this information will drive the understanding of what needs to be done, i.e., designs of repairs for various disciplines of work, plus it will define how many design drawings and details are required. Would you consider pricing the effort by each drawing sheet?

**Answer:** The respondent is responsible for providing new architectural/structural/electrical/plumbing, construction drawings as required based on the assessment of the property. It is suggested the architect accompanies the inspector on the initial visit to determine his own assessment of the project. Based on the assessment, the architect will obtain the square footage of the property. The cost of the drawings will be the architect's base unit price times the square footage of the property.

- 6. Enclosure Document H:** Regarding pricing Inspection effort for each unit, we believe it is not possible to adequately estimate the effort for each unit because we do not have adequate information to assess the extent of damage and projected duration for construction of the repairs for each unit. Would you consider perhaps pricing the inspection effort as a cost per Inspector per day or provide an estimated duration per unit as a basis to provide pricing in a way that creates a more balanced and measurable basis to evaluate pricing?

**Answer:** The respondent is responsible for identifying the extent of damages. The level of damage is unknown at this time. The average unit size is approximately 1,400 sq. ft. and the average property size is 2 units. The respondent should factor their average time for assessing similar disaster related units when completing Enclosure G: Proposal Cost Sheet. The trades assessment task may be requested for specialized cases.

- 7. Page 16/17 of RFP, Section 17.0 Evaluation Criteria:** Please define how cost reasonableness will be evaluated. In the recently canceled procurement for Construction Management Staff Augmentation Services (RFP 008-2021-DR-STT/STX-R1), the scoring of the cost evaluation factor was very inconsistent and subjective from one VIHFA reviewer to the next. The evaluation of cost should not be a subjective factor. The cost factor should be completely objective. VIHFA should define up front how they will objectively evaluate the cost factor. Does VIHFA have budget or budget range for these services? Will VIHFA score this factor by applying a formula based on how far proposed prices vary from the established budget? If so, please advise what this scoring formula will be. Will prices that are well below the established budget be scored down as less reasonable, or is lower always better?

**Answer:** Yes, the Program has a budget for this procurement. The highest points will be awarded to the lowest responsive bid.

8. **Enclosure Document G:** The cost of most of the items in Enclosure G will vary greatly based on the size and complexity of each unit or property. Tasks 3 and 4 specify the average unit size will be 1,400 SF. Does this same guidance apply to the other Tasks on this Cost Form, are all units assumed to be average size or 1,400 SF.? What is the average size of each property?

**Answer:** The respondent is responsible for identifying the units and extend of damages. The level of damage is unknown. The average unit size is approximately 1,400 sq. ft. and the average units to be assisted on a single property 2. Some applicants have more units on the property than what will be assisted by the Program. The respondent is responsible for identifying the number of units on the property but will only provide assessments for units to be assisted by the Program.

9. **Enclosure Document G:** Please define what is included in a Mini Bid Package.

**Answer:** A Mini Bid Package consists of Estimated Cost of Repair; Estimated Construction Days; Bid Sheet; Payment Request containing scope to match bid sheet; attendance at Pre-Bid Conference Walk-Through; attendance at Pre-Construction Meeting and Walk-Through

10. **Enclosure Document F:** In which section of the proposal response shall “Enclosure Document F Conflict of Interest” be included?

**Answer:** The Enclosure is to be included in Attachment 1.

11. **Page 3-5 of RFP, Section 2.1.2 Creation of Scope:** ‘The inspection for a unit will be upon request’ Can VIHFA clarify whether this just referring to the regulatory inspection requirements, or ongoing inspections that will be required, the frequency of which will be determined by the work (e.g., a roof could require weekly inspections until completed)?

**Answer:** 2.1.2 Creation of Scopes of Work - The initial visit to the site to determine the scope of work.

See Section 2.1.6 Inspection Duties: 2.1.6(a) General Requirements and 2.1.6(b) Construction Progress Inspections – The periodic inspections as needed during the construction

12. **\*\*Change Request\*\* Page 3-5 of RFP, Section 2.1.6 Inspection Duties – 2.1.6(a) General Requirements:** Provide construction project management to ensure all project requirements are met.

**Decision:** Denied.

13. **Page 3-4 of RFP, Section 2.1.6 Inspection Duties:** For rental properties with five (5) or more units, scopes of work must include wiring, fiber optic cables, and permanently affixed equipment such as receivers to receive brand band/internet access when applicable” **Could the VIHFA clarify how this would fall under**

**Inspection duties as it requires actual installation based on the language?**

**Answer:** The respondent is responsible for including the means for above-mentioned scope in properties with five or more units. The contractor will be responsible for placing conduit and wall receptors with cover plates so allowing for a service provider to later install such equipment. The landlord/tenant will be responsible for acquiring the fiber service later.

14. **\*\*Change Request\*\* Page 6 of RFP, Section 2.1.12 Record Keeping/Documentation:** All records, documents, photos, and communications with Staff and construction contractors **that are directly related to the Contract and,** received, created, or maintained **by Respondent** are the property of VIHFA and shall be provided upon request, at no additional cost for production.

**Decision:** Agreed.

15. **\*\*Change Request\*\* Page 10 of RFP, Section 5.0 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.

**Decision:** Denied.

16. **\*\*Change Request\*\* Page 16 of RFP, B. Insurance. 1. General Liability Insurance:** To the extent of liabilities assumed by successful respondent under this Contract, the insurance policy shall name the VIHFA as Certificate Holder and an Additional Insured” via an endorsement as follows:

**Decision:** Denied.

17. **Page 16 of RFP, Section 16.2 – Required Documents, B. Insurance:** “The successful respondent shall provide the VIHFA with evidence of all appropriate and applicable insurance coverage carried by the Respondent, including policy coverage periods.” Would VIHFA be agreeable that the Certificate of Insurance naming the VIHFA as additional insured would not be required until a final contract is executed and that for response to RFP will only require proof of insurance?

**Answer:** Yes.

18. **Enclosure Document F – Conflict of Interest:** Can the HFA please identify where you want Enclosure Document F included in the proposal as it is no included in proposal format instructions.

**Answer:** The Enclosure is to be included in Attachment 1.

19. **Enclosure Document G – Proposed Unit Cost Form:** Could VIFHA clarify “unit price” on Form X? Is “unit price” the price for completing one unit within a task (e.g., Task 1)? Is “unit price” the price for completing ALL units within that specific task (e.g., Task 1)?

**Answer:** The Cost Form has three units of measure. Per Unit is defined as each residential household. Per Property encompasses all the units within the parcel/address. Per Package refers to the procurement grouping of properties.

Tasks 1, 3, 4, 7, 8 are by Units.

Tasks 2, 5, 9,10, 11 are by Property.

Task 6 is by Package.

20. **\*\*Change Request\*\* Page 33 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.

**Decision: Denied.**

21. **\*\*New Language Request\*\*** 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 withing 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.

**Decision: Denied.**

22. **Enclosure Document I - HUD General Provision, 22. Termination for Cause:** 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.**

23. **Enclosure Document I - HUD General Provision, 22. Termination for Cause:** 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 written cure notice to VIHFA?

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

24. **Enclosure Document I - HUD General Provision, 29. Bonding Requirements:** A bid guarantee from each bidder equivalent to five percent of the bid price. A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price. **Will VIHFA be opened to waive the Bonding Requirements as they are not applicable to this requirement?**

**Answer: HUD General Provisions is standard language that may not be altered. As this is a Professional Services Contract, a performance and payment bond are not required.**

25. **Page 12 of RFP, Section 10.0 Conflict of Interest:** Would a subcontractor that supported the FEMA Public Assistance (PA) Program in the USVI be conflicted from participating in this project. If the particular subcontractor's proposed staff did not work on housing projects within the PA Program, then is this considered a conflict of interest? If the subcontractor's proposed staff had no involvement in the PA program (including management, technical staff, support staff, location, etc.), would his be sufficient to mitigate any conflict?

**Answer: Respondents are responsible for disclosing any conflicts to include potential and appeared conflicts of interest to the Authority in writing immediately.**

26. **Page 7 of RFP, Section 3.0 Qualifications:** This is section opens "...VIHFA seeks organizations or individuals with experience and success in Construction Management Services in the U.S. Virgin Islands." Does this imply that there is more of an emphasis on Construction Management Services experience in the USVI than previous versions of Section 3 Qualifications that mentioned Disaster Recovery Experience in the USVI and other disaster recovery locations?

**Answer:** The respondent (individuals or joint venture) must have experience in construction and construction management in the U.S. Virgin Islands. Respondents may include years related to CDBG disaster recovery construction management services within their Executive Summary as per (G.) Technical Response.

All other requirements and provisions of RFP 004-2022-DR-STT/STX, Construction Management Services CDBG-DR Single And Multi-Family Repair Program, shall remain in full force and effect.



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Ann Hanley, Program Director

Community Development Block Grant – Disaster Recovery

March 23, 2022

Date