



**VIRGIN ISLANDS WATER AND POWER AUTHORITY
(VIWAPA)**

PR-08-22

REQUEST FOR PROPOSALS

**RANDOLPH HARLEY POWER PLANT ST. THOMAS PHASE V – PARTY
PROJECT MANAGEMENT SERVICES**

RESPONSE TO QUESTIONS

Addendum I

November 3, 2021

Clarification to Offerors:

1. What is the status of the overall Project design? Are mechanical and electric systems designs complete for the RICE facilities and the battery storage system? Will such designs be complete at the time the subject services begin?

VIWAPA's response: **Currently 67 percent complete and nearing completion before PMS contract is executed**

2. Does VIWAPA anticipate that the PMSC would prepare any Project design/construction documents and specifications to support the Project?

VIWAPA's response: **No**

3. Is there any on-site office space available for the required Project construction management personnel, or should the Project management team assume securing an off-site office space, and include in the proposal the associated costs?

VIWAPA's response: No, on-site space available and Offeror is responsible for off-site office space. WAPA conference room can be available with advance notice.

4. With respect to the unit costs and associated expenses to be included in the RFP Proposal Form, will the applicable Federal cost principles specified in the RFP, prohibit any of the following expense items:

VIWAPA's response: What do you mean by "prohibit" All cost related to items a-f should be included in your response. There is no line-item cost associated for items a-f.

- a. Lodging and hotels
 - b. Leased office space
 - c. Office supplies and incidentals associated with a leased off-site office space
 - d. Leased vehicle expenses, including fuel requirements
 - e. Cell phone purchase and service costs
 - f. Computer purchases and internet connection costs
5. In paragraph 18 (Indemnification) of the HUD Ridder terms, the liability provisions appear to be in conflict with the same provisions in the VIWAPA terms. Please clarify.

VIWAPA's response: If there is a conflict, VIWAPA's terms will take priority.

6. Please identify the order of precedence or priority in interpreting any inconsistency between the HUD terms versus the VIWAPA terms, as well as, the RFP specifications, the proposal submitted and final contract documents.

VIWAPA's response: VIWAPA's terms will take priority.

7. Please define what is considered "unreasonable times" for the suspension or interruption of work in Section 8 of the RFP.

VIWAPA's response: A determination of what amount of time is reasonable depends on the specific facts and circumstances of each situation. Thus here, no one definition can be imposed.

8. Section 12 – Please clarify the "net payment" terms that will be applicable to the contract since the HUD terms state payments shall be on a "net 30 days basis" and the VIWAPA terms state "net 90 basis".

VIWAPA's response: **VIWAPA's terms will take priority.**

9. Section 12 – If a monthly estimated payment schedule is provided in the proposal, is the HUD stated requirement of “six equal payments” applicable, or can the proposer select either payment schedule?

VIWAPA's response: **VIWAPA's terms will take priority.**

10. Section 15 – Indemnity- Does VIWAPA's current contract with the Project's EPC contractor include insurance provisions for “VIWAPA and it's Consultants” as additional insured with the respect to third party claims?

VIWAPA's response: **Yes, for VIWAPA but No for it's Consultants**