



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza · Suite 200
St. Thomas · U. S. Virgin Islands · 00802-6447
Telephone (340) 777-4432 · Fax (340) 775-7913
www.vihfa.gov

100 Lagoon Complex · Suite 4
St. Croix · U. S. Virgin Islands · 00840
Telephone (340) 772-4432 · Fax (340) 772-4002
www.vihfa.gov

REQUEST FOR PROPOSALS

for

PROPERTY AND LIABILITY RISK MANAGEMENT AND CONSULTING SERVICES

RFP 015-2022-STT/STX

Issue date:

November 16, 2022

Submittal deadline:

December 20, 2022

Contact person:

Afisha M. Hillocks
Procurement/Contract Officer
ahillocks@vihfa.gov
(340) 772-4432 ext. 3233
www.vihfa.gov/procurement/solicitation

VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RFP 015-2022-STT/STX
REQUEST FOR PROPOSALS
PROPERTY AND LIABILITY RISK MANAGEMENT
AND CONSULTING SERVICES

1.0 INTRODUCTION

The Virgin Islands Housing Finance Authority (“VIHFA”) is soliciting proposals from qualified Consultants or firms (“Respondent”) to provide property and liability risk management and insurance consulting services in the United States Virgin Islands (“USVI”). The intent of this RFP is to identify and engage an independent and qualified Respondent to conduct an audit of the current property and liability risk management and insurance program and provide a written report which specifies recommendations for improvement as well as to provide ongoing property and liability risk management and insurance consulting services for the VIHFA.

1.1 BACKGROUND

The VIHFA is an autonomous instrumentality of the Government of the United States Virgin Islands which was created by Act No. 4636 in 1981 to address the existing shortage of low- and moderate-income housing in the USVI. The VIHFA originates homeownership programs to create an adequate supply of affordable housing to meet the needs of low- and moderate-income families in the USVI. The VIHFA also offers three (3) different rental housing programs: Emergency Housing, Subsidized Housing and Tax Credit Housing. Additionally, the VIHFA has oversight responsibilities for several federally funded programs such as the HOME Program, the Homelessness Prevention and Rapid Re-Housing Program (“HPRP”) and the Neighborhood Stabilization Program (“NSP”). In essence, the VIHFA was created to ensure that all Virgin Islanders are granted an opportunity to obtain safe, sanitary, and decent affordable housing. The VIHFA aspires to be the premier self-reliant housing and community development agency fostering sustainable communities in the USVI.

The VIHFA was expanded in 2008 by the Housing Merger Act (Act No. 6973). This Act transferred the Housing Component of the Department of Housing, Parks and Recreation now named Department of Sports, Parks, and Recreation and the Community Development Block Grant (“CDBG”) and Emergency Shelter Grants now named Emergency Solution Grant (“ESG”) from the Department of Planning and Natural Resources (“DPNR”) to the VIHFA.

On September 5, 2017, as damages to the Territory were imminent due to the projected path of Hurricane Irma, the Governor of the United States Virgin Islands proclaimed a State of Emergency as authorized by the Territorial Emergency Management Act, 23 VIC, Ch. 10 Sec. 1005(d). On September 6, 2017 and on September 19, 2017, Hurricane Irma and Maria devastated the USVI causing massive destruction to thousands of homes, businesses and general infrastructure and the economy. As a result of the two back-to-back Category 5 hurricanes in September 2017, the USVI was awarded funds from the Federal Emergency Management Agency (“FEMA”) through the Sheltering and Temporary Essential Power (“STEP”) Program and the Department of Housing and Urban Development (“HUD”) through the Community

Development Block Grant - Disaster Recovery (“CDBG-DR”) Program. The VIHFA was appointed by the Governor of the United States Virgin Islands as the lead agency to administer the STEP Program and the CDBG-DR Program.

The VIHFA is governed by a Board of Directors consisting of five members - three are private citizens appointed by the Governor and approved by the Legislature while two others are Cabinet members who serve in ex-officio capacities.

2.0 SCOPE OF SERVICES

The Respondent shall be readily available to perform the following property and liability risk management and insurance consulting services:

1. AUDIT OF PROPERTY & LIABILITY RISK MANAGEMENT AND INSURANCE PROGRAM

The objectives of the work include but not limited to the following:

- A.** Identification and analysis of exposures to fortuitous losses arising from all operations and activities;
- B.** Development of appropriate risk control and risk financing techniques including specific recommendations for implementation;
- C.** Analysis of the administration of the risk management function including organization, staffing, policies, procedures and record keeping and the development of specific recommendations for implementation;
- D.** A detailed review of all current insurance policies;
- E.** Master Insurance Program Management to include insurance brokerage contracting and insurance program placement oversight; and
- F.** Construction Risk Management to include oversight of policy procurement and subcontractor insurance coverage.

A. SPECIFIC TASKS

The Respondent shall Identify, review, evaluate, and report upon the following:

- 1. Exposures to fortuitous loss;
- 2. Consideration of these exposures in terms of probable loss frequency and severity;
- 3. Financial ratings of insurers;
- 4. Insurance limits;
- 5. Deductibles and retentions;
- 6. Scope of insurance coverage including deficiencies and overlaps;
- 7. The cost of risk (insurance premiums, retained losses and administrative expenses);
- 8. Alternative risk financing options;
- 9. Current quality and levels of services provided by insurers, agents/brokers and third-party administrators; and
- 10. Administration of the risk management function including organization, staffing, policies, procedures and record keeping.

B. WORK PLAN

A description of the work plan to be used by the Respondent to complete the outlined objectives and tasks shall be incorporated into the written proposal. Such plan shall include the following:

1. A listing of the functional areas or persons to be interviewed, along with the estimated time involvement by such areas or persons;
2. A listing of the specific locations which will be visited or surveyed;
3. A listing of documents which will be required in order to perform the tasks; and
4. The work schedule and completion date of the project.

C. REPORT

The final written report shall include, but not necessarily be limited to, the following features:

1. An executive summary section; and
2. A listing of recommendations for changes including, where practical, an estimate of additional expense or savings (if any) and an action plan for implementation.

2. CONTINUOUS CONSULTING

- A.** Identification and analysis of exposures to fortuitous losses arising from all operations and activities, and provision of consultation and advice;
- B.** Analysis of the administration of the risk management function including organization, staffing, procedures and record keeping, and provision of consultation and advice;
- C.** Completion of special projects related to the property and liability risk management and insurance program;
- D.** Assistance with securing and reviewing property and liability insurance proposals and renewals and submission of specific recommendations regarding the placement of property and liability insurance;
- E.** Review of property and liability insurance policies and binders and submission of recommendations for necessary corrections or improvements;
- F.** Analysis of the effect of changes in properties and operations on the property and liability risk management and insurance program;
- G.** Notification of favorable or unfavorable changes in insurance coverages, rules and rates, or of the insurers' financial ratings;
- H.** Cooperation with attorneys and others in preparing and analyzing agreements, contracts and leases, including the indemnification and insurance requirements;
- I.** Developing and managing an effective noninsurance risk transfer program (certificates of insurance);
- J.** Oversight/advice/assistance with claims that may occur under policies held; and
- K.** Assistance with risk management policies and procedures.

2.1 CONTACT INFORMATION

The selected Respondent shall provide contact information for the purpose of facilitating and maintaining regular communication with VIHFA. This contact information shall include a minimum of a reliable company phone number and email address. The said contact information shall be monitored regularly and used to facilitate an open line of communication with the VIHFA.

3.0 RECORDS RETENTION

The Respondent shall maintain records applicable to the contract. All such records are to be retained for three (3) years after final payment is made.

4.0 INDEPENDENCE

The Respondent must be independent. The Respondent must not be engaged in brokerage or sales of insurance, third party administration, claims, safety or loss prevention, or any related services. The Respondent must not be an employee, of a subsidiary of or be managed or controlled by any insurer, agency, brokerage firm or third-party administrator. The Respondent must not receive any compensation or remuneration in any form from such firms. The Respondent must not have any material or influential interests in any company which provides services, supplies, or equipment which it may recommend.

5.0 STANDARDS OF CONDUCT

The successful Respondent shall be responsible for maintaining satisfactory professional standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity; and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The successful Respondent must protect all VIHFA's confidential information and are prohibited from misusing confidential and proprietary information. In the course of providing services to the VIHFA, the selected Respondent may receive certain information specific to VIHFA's clients or business associates. The maintenance of confidential and proprietary information in strict confidence and the confinement of its use to the VIHFA are of vital importance to the VIHFA.

6.0 CONFLICT OF INTEREST

A Respondent submitting a proposal hereby certifies that: no officer, agent or employee of VIHFA has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of the VIHFA; the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Respondent for the same Request for Proposals ("RFP"); and the Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

7.0 INDEMNIFICATION

To the extent permitted by law, the Respondent shall indemnify, hold harmless, and defend the Authority, its Board of Directors, agents, and employees, from and against any and all claims, demands, actions, liabilities, losses, costs, and expenses, including but not limited to reasonable attorneys and other fees, asserted by third parties ("Claims"), which Claims are caused by or arise from the services performed by the Respondent in relation to the professional services provided to the VIHFA under contract.

8.0 TERM

The successful Respondent will be expected to execute VIHFA's standard professional service contract. The VIHFA will contract for a period of **five (5) years**, subject to the VIHFA's option to extend the term of the contract for a similar term at the existing billing rates subject to satisfactory performance and by mutual written agreement of the parties. The VIHFA reserves the right to modify and/or terminate the contract if the successful Respondent fails to perform in a manner consistent with the terms of the contract. In addition, the VIHFA reserves the right to modify and/or terminate the contract if funding becomes unavailable.

9.0 TERMINATION

Either party may terminate the parties' contract with or without cause with thirty **(30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the successful Respondent's services, in whole or in part, for failure of Respondent to perform its obligations under the parties' contract. In such event, the Respondent shall be liable for damages as authorized by law.

10.0 USE OF SUBCONTRACTORS

The VIHFA shall have a single Prime Contractor and that Prime Contractor shall be responsible for contract performance as specified in this RFP whether or not subcontractors are utilized. This general requirement notwithstanding, Respondent may enter into subcontractor arrangements. However, Respondent shall acknowledge in its RFP package total responsibility for the entire contract. If the Respondent intends to subcontract for portions of the work, the Respondent shall identify in its package any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The documentation required of the Prime Contractor is also required for any subcontractor. The Prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Prime Contractor and the VIHFA. Unless provided for in the contract with the VIHFA, the Prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the VIHFA.

The Prime Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

11.0 RESPONDENT'S EXPENSES

The Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the VIHFA, if any. The VIHFA will not be liable to any Respondent for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12.0 CONTRACT PRICE AND BILLING

- 1) Provide a flat rate fee to complete the Scope of Services per month.
- 2) Respondents must be capable of tracking and billing (invoicing) all work hours by specific program or funding source as required by the VIHFA. Any Respondent not capable or willing to comply with this requirement will be considered non-responsive. Preferred formatting will be agreed upon during contract negotiations. Respondent shall submit an invoice for payment to the VIHFA on a monthly basis.

13.0 REQUEST FOR PROPOSAL SCHEDULE

The deadlines associated with this RFP are further outlined:

RFP SCHEDULE	DATE	TIME
RFP Issue date	November 16, 2022	
Pre-proposal Conference	November 30, 2022	10:00 a.m.
Final date to submit written questions	December 7, 2022	
RFP Submittal Deadline	December 20, 2022	4:00 p.m.

The VIHFA reserves the right to change the RFP schedule by issuing an Addendum at any time.

14.0 ISSUING AND PROCURING OFFICE

This RFP is being issued for the VIHFA. All general correspondence and inquiries about the RFP should be submitted in writing and sent to:

Inquiries can be made by e-mail.

Email: ahillocks@vihfa.gov

Mark subject line for email “RFP 015-2022-STT/STX”

From the issue date of this RFP until a determination is made regarding the selection of a successful Respondent, all contacts concerning this RFP must be made through the Procurement/Contract Officer. Any violation of this condition is cause for the VIHFA to reject the Respondent’s package. The VIHFA will **not** be responsible for any oral information given by any employees.

Failure to ask questions, request changes or submit objections shall constitute the acceptance of all terms, conditions and requirements in this RFP. The issuance of a written addendum by the Procurement/Contract Officer is the **only** official method by which interpretation, clarification or additional information shall be given. If the VIHFA amends this RFP, the Procurement/Contract Officer will post such notices on its website, <https://www.vihfa.gov/procurement/solicitation>. After the question deadline, the Procurement/Contract Officer will post responses to the questions in the form of an Addendum. Respondents shall rely only on written statements issued through or by VIHFA’s Procurement/Contract Officer.

The VIHFA will **not** be held responsible if any potential Respondent does not check the website on a regular basis for any addenda that may be issued. It is the responsibility of the potential Respondents to update all contact information, as necessary, to periodically check VIHFA's website for updates, and/or to contact the Procurement/Contract Officer to ensure the receipt of all addenda prior to the submittal of the proposal package.

15.0 PRE-PROPOSAL CONFERENCE

The VIHFA will conduct a virtual Pre-Proposal Conference at **10:00 a.m.** Atlantic Standard Time ("AST") on **November 30, 2022**. You may join the meeting at <https://us02web.zoom.us/j/84383704214>, Meeting ID 843 8370 4214.

It is highly recommended that prospective Respondent thoroughly review the requirements of the RFP prior to the Pre-Proposal Conference. All prospective Respondents are urged to participate in the virtual pre-proposal conference. Non-attendance on the part of a Respondent shall not relieve the prospective Respondent of any responsibility for adherence to any of the provisions of this RFP package or any addenda thereto.

16.0 DELIVERY OF PROPOSAL PACKAGE

All responses to this RFP are to be submitted no later than **4:00 p.m.** AST on **December 20 2022**. The VIHFA will **not** consider fax submission of a proposal. Proposal Package must be emailed to **procurement@vihfa.gov**.

The email subject line must be clearly marked "**PROPOSAL – Property and Liability Risk Management**".

The VIHFA will not consider fax submission of a proposal or email submissions received after the deadline and submissions submitted to the wrong email address.

Failure to clearly mark each proposal package with this information may cause the VIHFA to inadvertently open the proposals before official closing date and time. The VIHFA will log all received proposals with the date and time of receipt. Proposals received after the deadline will be considered **LATE** and will **not** be opened or considered.

17.0 CONTENTS OF PROPOSAL PACKAGE

To be considered for award, the proposal package shall meet the following requirements.

EMAIL ATTACHMENT #1 - PROPOSAL

PROPOSAL FORMAT:

- A. RFP Cover Letter - Complete Enclosure Document A.**
- B. Commitment Statement Letter** – The Commitment Statement letter should be on the company's letterhead with contact information and must be signed by an officer of the organization that is authorized to bind the company contractually to all of the commitments made in its submittal. The letter shall also include a statement of

understanding for the work to be done. It shall state that the firm will be solely responsible for all aspects of the engagement including any portion that may be performed by its subcontractors, if any. It should make a positive commitment to perform the work required as specified to industry standards of workmanship and in a professional manner. The letter shall state that all data presented in the proposal is accurate and complete. Additionally, the firm must state they understand the discovery of any significant inaccuracy in information submitted by them shall constitute good and sufficient cause for rejection of the proposal. It should also state that the proposal package will remain in effect for a period of 90 days from the submission deadline and thereafter, until the firm withdraws it, or a contract is approved and executed, or the procurement is canceled, whichever occurs first. Respondent shall also confirm that the firm has not engaged in any unethical practices within the past ten (10) years.

The Respondent shall also certify that all information it may receive in the course of conducting its work shall be treated as confidential and proprietary. Such information and data may not be disseminated to others without the written approval of: *Executive Director, 100 Lagoon Complex, Suite 4 Frederiksted, VI 00840.*

- C. Non-Collusive Affidavit** – Complete **Enclosure Document B**. The form must be notarized.
- D. Debarment Certification Form** – Complete **Enclosure Document C**. The form must be notarized.
- E. Corporate Document Checklist Form** – Complete **Enclosure Document D and submit current Business License**. For this section, Respondent must provide evidence that the firm is licensed to provide property and liability risk management and insurance consulting services in the USVI. The Business License must be relevant to the Scope of Services for this solicitation and valid.
- F. Respondent’s Qualification Statement Form** – Complete **Enclosure Document E**. For the Reference Section of the form, the Respondent shall provide a minimum of three (3) non-VIHFA references for whom the Respondent has performed the most recent, relevant work comparable to the scope requested in this RFP who would be willing to discuss Respondent’s competency and performance. If Respondent currently has more than three (3) non-VIHFA references, Respondent may provide a separate sheet with its client list and contact information. The VIHFA reserves the right to check references prior to award.
- G. Technical Proposal** – Provide a detailed narrative explaining the Respondent’s qualifications to provide the services, focusing on its company’s key strengths and competitive advantages. The proposal shall consist of the following:
 - A. An EXECUTIVE SUMMARY which should contain the following:
 - 1. Firm’s name, the office’s physical and mailing addresses, telephone, fax number and e-mail address.

2. Brief history and description of the firm.
 - a. List current ownership structure.
 - b. Year established and any former name(s) under which the firm conducted business, if applicable.
 - c. The number of employees in your firm.
 - d. Type of services provided by the firm including but not limited to an explanation of the types of property and liability risk management and insurance consulting services you provide that relate to this RFP.
 - e. Respondent's standard consultant services contract shall be included in the proposal.
- B. **QUALIFICATION SUMMARY** which should contain the following:
1. A statement of the firm's qualifications to perform the requested services.
 2. Resumés of key personnel
 - a. A list of the specific responsibilities and a resume for each individual who will be assigned to this project;
 - b. Ability to conduct an audit
 - c. Ability to work with highly sensitive and confidential information
- C. **EXPERIENCE SUMMARY** which should contain the following:
1. Applicable experience providing Property and Liability Risk Management and Insurance Services.
 2. Other relevant experience.
- D. **APPROACH SUMMARY** which should contain the following:
1. Respondents shall propose a work plan describing the unique approach on how the firm intends to execute the scope of services and provide a schedule for completion.

EMAIL ATTACHMENT #2 – COST

COST FORMAT:

- H. COST** - Complete **Enclosure Document F**. The Respondent's proposed price should include information on the hourly billing rates of all employees who are expected to work on this contract and charges for expenses, if any. The VIHFA reserves the right to negotiate with the Respondent on the structure of the billing. **All proposal pricing must be valid for 90 days from the submission deadline and thereafter until the company withdraws it, a contract is approved and executed, or the procurement is canceled, whichever occurs first.**

The Respondent may also provide a comprehensive cost write-up on a separate sheet regarding the proposed price to complete the Scope of Services. This will be used to establish a baseline for negotiation with successful Respondent based on the criteria of this solicitation.

Each Respondent must adhere to the requirements of this section relative to the proposal package content and format in order to simplify the review process and facilitate the maximum degree of comparison. Respondents shall ensure that the proposal package closely follows the sequence and organizational outline described in this section.

18.0 REQUIRED DOCUMENTS

The successful Respondent shall be required to submit the following documents:

A. Formation Documents – The successful respondent will be required to provide a copy of their Formation Documents within ten (10) business days of receiving a notice of selection.

- **Provide a copy of Formation Documents**

Corporations (Inc., Corp, Co., Corporation)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Incorporation & By Laws
- Copy of Certificate of Resolution
- Copy of current Certificate of Good Standing

Limited Liability Company (LLC)

- Copy of Trade Name Certificate (if applicable)
- Copy of Articles of Organization
- Copy of Operating Agreement
- Copy of current Certificate of Good Standing

General Partnerships

- Copy of Trade Name Certificate (if applicable)
- Copy of Partnership Agreement (if applicable)
- Certificate of Good Standing (if applicable)

Limited Partnerships (L.P, LLP, LLLP)

- Copy of Trade Name Certificate (if applicable)
- Certificate of Limited Partnership or Statement of Qualification for LLP and LLLP
- Certificate of Good Standing (if applicable)

Sole Proprietorship

- Copy of Trade Name Certificate (if applicable)

B. Employer Identification Number (EIN) - The successful Respondent will be required to provide an official copy of their EIN within ten (10) business days of receiving a notice of selection. The Respondent may provide a Form W-9.

C. 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. Respondents shall furnish the VIHFA with certificates of insurance, showing that the following insurance is in force and will ensure all operations under this RFP.

- **General Liability Insurance** – The successful Respondent will be required to obtain, maintain and provide proof that it has in place General Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** for each occurrence within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder and an “Additional Insured” via an endorsement as follows:
Virgin Islands Housing Finance Authority
100 Lagoon Complex, Suite 4
St. Croix, U. S. Virgin Islands 00840
- **Professional Liability Insurance (E&O)**– The successful Respondent will be required to obtain, maintain and provide proof that it has in place Professional Liability Insurance in an amount no less than **One Million (\$1,000,000.00) Dollars** per claim within ten (10) business days of receiving a notice of selection. The insurance policy shall name the VIHFA as Certificate Holder.
- **Workers' Compensation Insurance/Certificate of Government Insurance Coverage** – The successful Respondent will be required to obtain and have in place Workers' Compensation Insurance coverage at the statutory limit within ten (10) business days of receiving a notice of selection.

All insurance shall be carried with companies that are financially responsible and licensed to do business in the United States Virgin Islands. Respondents shall not permit the insurance policies required to lapse during the period for which the contract is in effect. The Respondent must maintain coverage during the life of the contract. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty day’s prior written notice.

Failure to provide the required documents within the stated time period may result in the proposals being deemed non-responsive and immediately disqualified with no further consideration for potential award of the contract.

19.0 SELECTION PROCESS

The VIHFA’s Evaluation Committee Panel is responsible for evaluating all Respondents’ submittals. The Evaluation Committee Panel will consider the following criteria:

Documentation: Shall be evaluated based on Respondent’s adherence to the purpose and scope of the project; the conditions, rules, regulations, and requirements of the Request for Proposal relative to the proposal package content and format and whether all documentation has been provided and completed in its entirety.

10 Points

Professional Qualifications: Shall be evaluated based on the credentials of the Respondent’s resources such as the key personnel and management team assigned to perform the services.

25 Points

Specialized Experience: Shall be evaluated based on the Respondent's relevant experience and reputation in Property and Liability Risk Management and Insurance Services.

25 Points

Technical Approach Shall be evaluated based on the Respondent's proposed plan and schedule for completion of the project.

20 Points

Cost: Shall be evaluated based on the reasonableness of Respondent's cost of the services.

20 Points

19.1 PRESENTATION

Respondents may be invited to make an oral presentation of their proposal before the Evaluation Committee Panel. The time and location of the presentations will be communicated to the Respondent via written correspondence from the VIHFA. The oral presentation/demonstration will provide an opportunity for the Respondent to clarify or elaborate on the proposal, supply additional information, and respond to questions posed by the Evaluation Committee Panel but shall in no way materially change the Respondent's original submission.

After the Proposals have been evaluated, the Respondent with the highest evaluation score will be selected.

20.0 CONTRACT NEGOTIATIONS

The VIHFA shall negotiate with the most qualified Respondent, as determined by an Evaluation Committee Panel of the responses and, if applicable, conduct interviews. If VIHFA is unable to reach an agreement with any of the highest ranked firm(s), it may negotiate with the next highest ranked firm(s), proceeding in turn to each firm that VIHFA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, VIHFA reserves the right to cancel the solicitation.

21.0 TERMS AND CONDITIONS

This RFP is a request for the submission of proposal s but is not itself an offer and shall under no circumstances be construed as an offer.

VIHFA reserves the right to reject, without prejudice, any and all proposals submitted in response to this solicitation.

VIHFA reserves the right to modify or withdraw this request at any time.

VIHFA reserves the right to reject any or all companies, or to terminate the RFP process at any time, if deemed to be in its best interest.

VIHFA reserves the right not to award a contract pursuant to the RFP.

Request for Proposals
RFP 015-2022-STT/STX
Property and Liability Risk Management and Consulting Services

Further, proposals submitted in response to this solicitation become the property of the VIHFA and the VIHFA may use any idea or concept in a submitted proposal, regardless of whether that proposal is selected for award.

Enclosures

- | | |
|--------------------------------|--|
| 1. Enclosure Document A | RFP Cover Letter |
| 2. Enclosure Document B | Non-Collusive Affidavit |
| 3. Enclosure Document C | Debarment Certification Form |
| 4. Enclosure Document D | Corporate Document Checklist Form |
| 5. Enclosure Document E | Respondent's Qualification Statement Form |
| 6. Enclosure Document F | Proposal Cost Sheet |

ENCLOSURE DOCUMENT A
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RFP COVER LETTER

RESPONDENT:

Name: _____

Address: _____

Tax Identification #: _____

DUNS #: _____

RESPONDENT'S PRIMARY CONTACT PERSON:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

SCHEDULE OF ADDENDA:

(I) or (We) acknowledge receipt of the Addenda to the RFP Package hereinafter named, for the project(s) included in this RFP and declare that (I) or (We) accept these Addenda and that every change is included in this proposal.

Addendum Number _____ Issue Date _____

Addendum Number _____ Issue Date _____

Addendum Number _____ Issue Date _____

Addendum Number _____ Issue Date _____

RESPONDENT'S AUTHORIZED REPRESENTATIVE:

Name: _____

Title: _____

Signature: _____ Date: _____

ENCLOSURE DOCUMENT B
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:

- (1) That he/she is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal/bid or proposal/bid cost; and
- (2) That such proposal/bid or proposal/bid cost is genuine and neither collusive nor a sham; and
- (3) That said Respondent (a) has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondent or person to put in a sham proposal/bid or to refrain from bidding and (b) has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix (i) the proposal/bid cost of the affinity or that of any other Respondent or (ii) any overhead, profit or cost element of said cost proposal/bid or that of any other Respondent, to secure any advantage over the Virgin Islands Housing Finance Authority or any person interested in the proposed contract; and
- (4) That all statement in said proposal/bid or cost proposal/bid are true.

Signature of Respondent (Authorized Representative)

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2022.

Notary Public
My commission expires:_____

ENCLOSURE DOCUMENT C
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension and Ineligibility

- (1) The Respondent certifies, by submission of this solicitation, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal or local programs in the Territory or any Federal department or agency.
- (2) Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract. The VIHFA may also exercise any other remedy available by law.
- (3) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this solicitation.

Name and Title of Authorized Representative:

Printed Name

Signature

Date

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2022.

Notary Public

My commission expires: _____

ENCLOSURE DOCUMENT D
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
CORPORATE DOCUMENT CHECKLIST

Name of Respondent: _____

Contact Person: _____

Telephone Number: Office _____ Mobile _____

Email Address: _____

1. ___ Respondent Formation Documents

___ **Corporation** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Articles of Incorporation & By Laws
 ___ Copy of Certificate of Resolution
 ___ Certificate of Good Standing

___ **LLC** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Articles of Organization
 ___ Copy of Operating Agreement
 ___ Certificate of Good Standing

___ **General Partnership** ___ Copy of Trade Name Certificate (if applicable)
 ___ Copy of Partnership Agreement (if applicable)
 ___ Certificate of Good Standing

___ **L.P, LLP, LLLP** ___ Copy of Trade Name Certificate (if applicable)
 ___ Certificate of Limited Partnership or Statement of Qualification
(for LLP and LLLP) ___ Current Certificate of Good Standing

___ **Sole Proprietorship** ___ Copy of Trade Name Certificate (if applicable)

2. ___ Current USVI business license Expiration date: ___/___/20___
 Type of business license: _____

3. ___ Employer Identification Number (EIN): _____

4. ___ Insurance ___ *Certificate of General Liability & Endorsement* Expiration date: ___/___/20___
 ___ *Proof of Automobile Insurance* Expiration date: ___/___/20___
 ___ *Certificate Professional Liability & Endorsement* Expiration date: ___/___/20___

5. ___ Workers Compensation Insurance Expiration date: ___/___/20___

ENCLOSURE DOCUMENT E
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
RESPONDENT'S QUALIFICATION STATEMENT

Name of License Holder: _____

Name of Company/DBA (if any): _____

Legal Status: (check one) Corporation LLC Sole Proprietorship Partnership

Business Location (office): _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Website address (if any): _____

Is the firm currently licensed to do business in the USVI? Yes No

Type of License(s): _____

Number of Years licensed to conduct business in the USVI _____

Will subcontractors be used to perform any portion of the work? Yes No If yes, please list the

name(s) of the proposed subcontractor(s): _____

Have you ever failed to complete a project, been fired or sued by one of your clients, and/or found in default of contract terms? Yes No If yes, please explain on another sheet the circumstances, what means were used to resolve the issue, and the outcome.

Are there or have there been, any Claims, Arbitration, Judgments or Liens against you? Yes No

If yes, explain on another sheet, the circumstances and outcome.

List three non-VIHFA references that can be contacted for their input concerning your abilities:

1) Client Name _____ Contact Number _____

2) Client Name _____ Contact Number _____

3) Client Name _____ Contact Number _____

Respondent shall certify that the above information is true and shall grant permission to the VIHFA to contact the above-named person or otherwise verify the information provided.

Name and Title of Authorized Representative: _____

Signature: _____

ENCLOSURE DOCUMENT F
VIRGIN ISLANDS HOUSING FINANCE AUTHORITY
PROPOSAL COST SHEET

The undersigned respondent proposes to furnish all labor and incur any other costs as may be required to perform the scopes of services, subject to all the conditions as set forth in the RFP.

ITEM	SERVICE	FLAT RATE FEE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

PLEASE TYPE OR PRINT THEN SIGN WHERE INDICATED BELOW

NAME: _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this scope of services.



**VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY**

3202 Demarara Plaza · Suite 200
St. Thomas · U. S. Virgin Islands · 00802-6447
Telephone (340) 777-4432 · Fax (340) 775-7913
www.vihfa.gov

100 Lagoon Complex · Suite 4
St. Croix · U. S. Virgin Islands · 00840
Telephone (340) 772-4432 · Fax (340) 772-4002
www.vihfa.gov

Afisha M. Hillocks
Procurement/Contract Officer
ahillocks@vihfa.gov
(340) 772-4432 ext. 3233
<https://www.vihfa.gov/procurement/solicitation>

 *Unlocking the Door to Affordable Housing*