



Department of Property & Procurement

Government of the United States Virgin Islands

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Amendment 4- RFP-045-T-2020 (P) – Qualified Firms for A/E Design Services for Improvements to Donoe Bypass, Project No. VI-9999 (141), St. Thomas, U.S.V.I.

Questions/Answer:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT WITH THEIR BID PROPOSAL

Question: Section 10 of the sample contract relates to Indemnification. It states that following: “Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government”

Given that this work is to be provided by professional engineering firms, would the Government be willing to provide for an indemnity obligation that is fully insurable under Professional Liability insurance coverage? A clarification that the indemnity obligation be limited to the extent of the engineer’s negligence or legal fault would help make sure the contract obligation matches up with the available insurance coverage and allocate liability in line with fault.

Answer:

A contractor providing professional engineering services is required to submit proof of professional liability coverage/ errors & omissions coverage as one of the insurance requirements for contract execution. The indemnification requirement provided in Paragraph 10 is the standard indemnification clause in all Government of the Virgin Islands’ contracts and it will be utilized in this instance.