



RFP-23-004 ADDENDUM No. 1	
RFP No.	23-004
RFP Title:	Job Order Contracts for Wastewater Construction Services
Issue Date:	May 26, 2023

This Addendum is being issued to amend and/or clarify certain information contained in the above named RFP. All information contained herein is binding on all Proposers who respond to this RFP.

Proposers shall acknowledge receipt of this Addendum in the Proposal Form provided in the RFP.

Addendum No. 1 consists of the following:

- The questions from potential Proposers and AlexRenew responses are included below.
- The list of attendees for the optional Pre-proposal Meeting held on May 16, 2023.

Proposers shall make the following changes to all pertinent sheets, pages, and paragraphs of the RFP-23-004 document and take same into full consideration in arriving at the Proposal.

A. Amend the paragraph on the front cover as follows:

Proposals will be received by AlexRenew at 1800 Limerick Street, Alexandria, VA 22314, Attn: Igor Scherbakov, on or before 2:00 PM EDT, ~~June 5, 2023~~ June 12, 2023.

B. Amend Table 1.1 on Page 2 as follows:

Table 1.1 – Procurement Schedule

Activity	Date / Time
RFP Released	May 4, 2023
Pre-Proposal Meeting and Site Visit	May 16, 2023, 10:00AM EST
Last Day for Questions	May 22, 2023, 2:00PM EST
Last Day for Addenda	May 26, 2023 , May 31, 2023, 2:00PM EST
Proposals Due	June 5, 2023 , <u>June 12, 2023</u> , 2:00PM EST
Contract Recommendation(s) to Board	July 18, 2023, 6:00PM EST

Addendum 2 with updated General Conditions, Supplementary Conditions, and Form of Agreement will be published by 5pm EST on May 31, 2023

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Acknowledgement of Addendum 1

Name of the Firm:
Signature/Title:
Date:

Responses to Proposer's Questions

Q1: As necessary, will AlexRenew provide on-site trailers for general contractors?

A1: AlexRenew will provide on-site trailers for Contractors selected for this RFP. It is expected that a Task Order will be issued to one of the selected Contractors to furnish, deliver, and install the trailers for all of the selected Contractors.

Q2: Section 7.02.B, Supervision and Superintendence in the General Conditions states that a contractor "shall assign a competent resident superintendent." Please clarify the definition of a "resident" Superintendent.

A2: General Condition Section 7.02.B will be replaced in its entirety with the following:

B. Contractor acknowledges the importance of its Key Personnel. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Work. Contractor shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, or incapacity. None of the Key Personnel may be withdrawn from the Work without prior written approval of Owner, with it being understood and agreed that Contractor will provide Owner with at least thirty (30) days written notice of any request to withdraw any Key Personnel. Owner will have the right to review the qualifications of each individual to be appointed to a Key Personnel position and to approve or disapprove use of such individual in such position prior to the commencement of any Work by such individual. Field Superintendent shall be located on-site and assigned on a full-time basis for the duration of the Work. Project Manager shall be dedicated and accessible for the duration of the Work, but is not required to be located on-site.

Q3: Will AlexRenew provide all contractors the opportunity to tour the campus and facilities?

A3: Proposers selected to provide services under this RFP will be provided a tour of the AlexRenew Water Resource Recovery Facility.

Q4: Will AlexRenew consider expanding the scope of the Related Project Experience to capture the additional scope elements mentioned during the pre-proposal conference?

A4: Provide Related Project Experience as described in the RFP.

Q5: Are page limits referencing that limitations are written content (e.g., two written pages for Section 4.4) or sheets of paper (four pages of written content if printed double-sided)?

A5: One (1) page is equivalent to the single side of one (1) 8.5"x11" sheet.

Q6: Will completed OSHA 300A forms (requested in Section 4.5, Safety Program and Record) be excluded from the page limitations?

A6: OSHA 300A forms are excluded from the page limits.

Q7: Will the surety statement (requested in Section 4.7, other forms) be excluded from the page limitations? This statement letter is often accompanied by a power of attorney and certificates of insurance which are multiple pages long and outside of the bidder's control.

A7: The Surety Statement and any associated attachments are excluded from the page limits.

Q8: Page 2 of the Instructions to Proposers states, “The applicable line items from the Price Catalog and their quantities will be multiplied by the Proposer’s designated coefficient multiplier for a total not-to-exceed amount for each Task Order.” Please clarify if the task orders will be awarded as firm, fixed price amounts or as not-to-exceed amounts.

A8: Task Orders may be awarded as either lump sum or not-to-exceed amounts, dependent on the scope of the work identified by the Owner.

Q9: Page 2 of the Instructions to Proposers states, “The applicable line items from the Price Catalog and their quantities will be multiplied by the Proposer’s designated coefficient multiplier for a total not-to-exceed amount for each Task Order.” If task orders are awarded as a not-to-exceed amount, please clarify what payment will be based upon.

A9: Not-to-Exceed Task Orders will be paid based on actual quantities of work units completed, or on Time and Material basis, using the rates in the Price Catalog and the multiplier factor in the Contractor’s agreement.

Q10: Approximately how much annual volume does AlexRenew expect through this contract?

A10: In the last two calendar years, Alexrenew has averaged \$4 million/year of similar contracts.

Q11: If multiple awards are made, will AlexRenew be competing task orders among the JOC contractors?

A11: Article 2 of the General Conditions has been modified to include the following paragraph:

2.03 *Contractor Selection and Award of Individual Task Orders*

Owner may award an individual Task Order to any selected Contractor. Selection of the Contractor and award of the Task Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Location of Work and the type of Work being performed.
2. Rotational selection among all Contractors, unless otherwise determined by the Owner.
3. Evaluation of past and current performance on Task Orders of a similar nature and type of work, project size, construction management challenges, schedule
4. Performance, design management requirements, etc.
5. Balancing of work load (Task Order dollar volume and construction backlog) among Contractors.
6. Management of Task Order dollar volume within bonding limitations of the Contractor.
7. Price, as it relates to the Owner’s independent cost estimate
8. Contractor’s responsiveness to the Owner on Task Orders.

Q12: What is the expected size range of typical task orders under this JOC (e.g., \$10,000-\$100,000, \$50,000-\$250,000)?

A12: In the last two calendar years, AlexRenew has averaged task orders values of \$200,000.

Q13: RSMMeans provides a total Bare Cost price and a Total Including Overhead and Profit price for each line item. Are contractors to use the Bare Cost price, or the Total Including O&P price?

A13: Multiplier will be applied to Bare Total. The Coefficient Multiplier should include project management and overhead and profit (O&P).

Q14: Are project personnel line items, such as superintendents and project managers, allowed to be used in the contractors' RS Means estimates?

A14: See response to Question 13. Multiplier should include Project Executive, Project Manager, and Field Superintendent.

Q15: Please confirm that change orders will be priced in the same manner as the original task order (i.e., using RSMeans data and the coefficients).

A15: Change Orders for Task Orders will also using the Price Catalog following the process outlined for Contract Price in the General Conditions.

Q16: Please clarify if AlexRenew will reimburse the cost of the JOC contractors' payment and performance bonds.

A16: AlexRenew will reimburse for the cost of the Payment and Performance Bonds. Supplementary Conditions will be updated to include the following paragraph:

SC-6.01 Supplement Paragraph 6.01 with the following provisions after 6.01.H:

- I. Within 15 days of award of the Contract, Contractor shall furnish a fully completed and properly executed original Performance Bond in the amount of \$1,000,000.00 to ensure satisfactory completion of the work.
- J. Within 15 days of award of the Contract, Contractor shall furnish a fully completed and properly executed original Payment Bond in the amount of \$1,000,000.00, conditioned upon the payment of all persons who have and fulfill contracts for the Contractor for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract.
- K. Owner will reimburse the Contractor the actual cost of the premium payments of Performance bond and Payment Bond. Contractor shall submit the invoices for premium reimbursement immediately after furnishing the bonds to the Owner.
- L. The bonds shall cover all Task Orders issued during the Contract Duration. The bonds shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Owner. Where applicable, the Performance Bond and Payment Bond shall be renewable annually in the original amount through the completion of the Contract, including all warranty and guarantee periods.
- M. If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance Bond and Payment then in effect, the Owner may, at its discretion, require the Contractor to submit a new Performance Bond in an amount equal to such total value of outstanding Task Orders, or supplemental bonds with an amount equal to such total value of outstanding Job Orders less the amount of the existing bond(s).

Q17: Section 4.3 has a 2-page limit. Section 4.3 subsection B asks us to provide a one-page maximum organization chart. Is this one-page organization chart included in the 2-page limit for Section 4.3?

A17: The organization chart is included in the page limit.

Q18: May proposers utilize a teaming agreement between two contractors to best fulfill the requirements outlined in Section 4.4?

A18: Proposers may utilize a teaming agreement, however, AlexRenew will only issue a contract to the prime contractor if the team is selected.

Q19: Can previous experience from the proposer's owner with former employers qualify as experience for the proposers current company submitting on this RFP?

A19: Only Projects completed by the entity submitting a proposal in response to this RFP qualify as Related Project Experience.

Q20: Can previous experience from the proposer's employees/team members with former employers qualify as experience for the proposers current company submitting on this RFP?

A20: Only Projects completed by the entity submitting a proposal in response to this RFP qualify as Related Project Experience.

Q21: May proposers propose key personnel that are not currently employed by the proposer, with the understanding that these key personnel will be hired immediately should the contract be awarded?

A21: Proposer is responsible for meeting requirements of the Key Personnel, as outlined in Section 7.02.B of the General Conditions, as modified in the response to Question 2.

Q22: The bonding requirements for this contract were discussed in the pre-bid meeting on 5/16/23. We would recommend if bonding were to be required that it be done on a task order by task order basis and handled as a reimbursable cost per task order when requested by the Alex Renew.

A22: See revised Supplementary Conditions. Bond amounts have been raised to \$1M; however, AlexRenew will reimburse contractor for the cost of the bond premiums.

Q23: Which RSMeans price book will be utilized for this contract? ie: RSMeans Facilities is the JOC price book standard yet there are several other out there.

A23: See response to Question 30.

Q24: Will we be using the bare cost column or the OH&P column as the basis for pricing for this contract? Meaning when/if awarded this contract will we be pricing task orders using the bare cost column or the OH&P column? Industry standard is OH&P column

A24: See response to Question 13.

Q25: Is this Contract subject to Davis-Bason/Prevailing Wage requirements?

A25: The Contract is not subject to Davis-Bacon/Prevailing Wage requirements.

Q26: Is this Contract subject to "Buy-American", AIS or similar requirements?

A26: The Contract is not subject to Buy American or AIS requirements.

Q27: Could you please clarify on how the costs of the Performance & Payment Bond is to be paid particularly if the contractors are to provide a standing bond of \$250,000?

A27: See response to Question 16.

Q28: Can the contractor(s) decline a Task Order due to resource/scheduling issues, a particular scope of work, etc.?

A28: Yes.

Q29: Per Section 5.06 of the contract, will the Owner be performing and providing hazardous materials assessments/testing to the Task Order work area(s) prior to construction?

A29: No.

Q30: RS Means information to purchase and use – In the pre-bid meeting it was said that we would be using the “Complete” version, but there are multiple packages that can be used. Article 5 in the Draft Agreement has this in 5.02.B.: The Price Catalog shall be the then-current edition of the RS MEANS Civil Construction Estimating Package Construction Cost Data, and the Commercial Construction Cost Package books containing pricing information for the description of Work to be accomplished in the unit of measure specified

A30: The draft Agreement will be updated to indicate the use of RSMeans Online Complete – Full Library (<https://www.rsmeans.com/products/online/complete>).

Q31: Will the RS Means estimates for each task that we generate include separate line items for all field management including Superintendent, Project Manager, Project Engineer, etc. or will those costs be included in the fee and/or multiplier?

A31: See response to Question 14.

Q32: Will the RS Means estimates for each task that we generate include separate line items for home office overhead and profit, or are the multipliers meant to cover this? If line items are to be used, what rates would these be set for?

A32: O&P should be included in the Coefficient Multiplier.

RFPRFP-23-004

Job Order Contracts for Wastewater Construction Services

Optional Pre-proposal meeting sign-in sheet

May 16, 2023 - 10:00AM

#	Attendee's Name	Firm	E-mail	Phone
1	Camden Seiler	S-Works	CSeiler@SworksConstruction.com	571 609-0197
2	RICH RUCKMAN	S-works	R.RUCKMAN@SWORKSCONSTRUCTION.COM	703-217-9651
3	Caitie Holliday	S-Works	cholliday@SWORKSconstruction.com	571/364/2530
4	BRANDON LUMM	ACE SERVICES	BRANDON.LUMM@ACESERVINC.COM	443-367-1624
5	Cameron Hunt	PC Construction	Chunt@PCConstruction.com	571-453-8374
6	CHET LAYMAN	PC CONST.	CLAYMAN@PCCONSTRUCTION.COM	802-598-835
7	David Harrington	Construction CO. Inc.	dharrington@ccc-inc.com	703-929-9811
8	FELICIA SIAPION	Alex Renew	felicia.g.siapion@alexrenew.com	-
9	Marian Buxter	Alex Renew	marian.buxter@alexrenew.com	-
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