

Board of Directors John Hill, Chair James Beall, Vice Chair Rebecca Hammer, Sec'y-Treas Mark Jinks Moussa Wone

> Chief Executive Officer Justin Carl, PE

> > General Counsel Amanda Waters

April 28, 2025

RFP-25-024: Community Outreach and Communications Services Addendum No. 3

Respondents shall acknowledge receipt of this Addendum on the RFP Proposal Form in Attachment B of the Request for Proposals (RFP) with submittal of the Proposal. Failure to do so may result in the rejection of the Proposal.

Addendum No. 3 to RFP-25-024 consists of the following:

• Two (2) pages of text, including Responses to Respondent Questions.

Respondents shall make the following changes to all pertinent sheets, pages, and paragraphs of RFP-25-024. Additions and modifications have been marked with an underline and deletions have been marked with a strikethrough.

Amend the Sample Non-Professional Service Agreement to add the following clause:

ARTICLE 28: INSURANCE REQUIREMENTS

I. The Contractor agrees to maintain the insurance coverage and endorsements as specified below throughout the Contract Term and submit evidence of such coverage and endorsement on annual basis or on demand by the Procurement Manager.
II. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a minimum A.M. Best rating of "A-, VIII", and as acceptable to AlexRenew.

III. The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance required by law or this Contract, including but not limited to:

- a. Worker's Compensation–Virigina Statutory Workers Compensation Polic including employer's liability insurance with limits of at least \$100,000/\$100,000/\$200,000 each accident, disease each employee and disease policy limit.
- b. Commercial General Liability—\$1,000,000 per occurrence with a \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Contractual Liability, Completed Operations and Products Liability.
- c. Automobile Liability--\$1,000,000 Combined Single Limit (Owned, non-owned, and hired).

d. Errors & Omissions Liability-- \$500,000 per claim and aggregate limit. If coverage is written on a claims-made basis, such E&O coverage shall be continued for three years after completion of all work under the contract.

e. Technology E&O/Cyber/Media Liability—To the extent not covered by one of the other insurance policies required above, \$500,000 of technology E&O, cyber/network security and media liability coverage for all such claims arising out of the work under this contract.

AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on a primary and non-contributory basis on all policies, except for Worker Compensation and Errors & Omissions Liability. With regard to Technology E&O/Cyber/Media Liability, AlexRenew and its officers, elected and appointed officials, employees and agents shall be additional insureds with regard to third-party claims only. All of the above policies shall include a waiver of subrogation in favor of AlexRenew and its officers, elected and appointed officials, employees and agents.

Response to Respondent's Questions

Q1: We noticed Exhibit B (first year budget) was mentioned in the Q&A's but not included in the addendum

A1: The detailed first year budget will be determined during the negotiations stage based on the specific approach proposed by the Respondent receiving the award. This First Year Budget be included in the Professional Service Agreement as Exhibit B at the time of the award.

Q2: To clarify a statement made during the in-person pre-proposal meeting, can you confirm agencies are permitted to respond to just the website portion of the RFP? It's our understanding that multiple awards could be made for certain aspects of the scope?

A2: Addendum No. 1 modified the RFP to allow multiple contracts to be executed if no Respondent shows the ability to fulfill the needs in all of the areas indicated in the RFP or if one Respondent shows significant advantage in website design and support. However, AlexRenew preference is to award the entire scope to one Respondent fully qualified to perform all functions listed in the RFP.

End of Addendum No. 3