



COORDINATING COMMITTEE

PUR-1488
ADDENDUM NO. 1

REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE
/TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

SHARPSBURG, HIGHFIELD WATER STORAGE TANKS MAINTENANCE PROGRAMS

DATE: Friday, February 5, 2021

BIDS DUE: Wednesday, February 10, 2021
4:00 P.M.

To Bidders:

This Addendum is hereby made a part of the Contract Documents on which all bids will be based and is issued to correct and clarify the original documents.

Please acknowledge receipt of this Addendum at the appropriate space on the Proposal Form. This Addendum consists of five (5) pages and one (1) attachment.

NOTE: Washington County government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Proposers shall allow ample time for delivery of their proposal packets. Delivery of proposal packets via-courier service or United States Postal Service (USPS) will be accepted. For those proposers who wish to deliver their proposal packet in person will need to call 240-313-2330 to schedule an appointment.

ITEM NO. 1 *Inquiry:* Based on this morning's conference, the scope of routine maintenance is strictly visual and washout inspections and reporting, correct ?

Response: Yes, that is correct.

ITEM NO. 2: *Inquiry:* Touch ups, as defined by our conversation, would only include very minor issues including graffiti and very minor paint issues. Any major coatings issues would not be included in the scope of this contract, correct ?

Response: Yes, that is correct.

ITEM NO. 3: Can you clearly define what is considered a minor paint issue to be included in this scope ? Can you define a cost/scope threshold above which any work would not be considered touch-up work ?

Response: Part 1 of Item No. 3 herein: The scope of work will not be defined.

Response: Part 2 of Item No. 3 herein: Minor paint issues could be up to 150 square feet of repairs.

ITEM NO. 4: Inquiry: It is your understanding that any repairs (either structural, broken or worn out or Compliance Related) would not be included as part of this scope ?

Response: Yes, that is correct.

ITEM NO. 5: Inquiry: Are there lead or paint sample lab results for the two tanks that can be made available to prospective bidders ?

Response: Lab results are not available; however, the paint specifications are as follows; Aquata Poxy A-6.

ITEM NO. 6: Inquiry: In section II – G – Part 3, liquidated damages are referenced. With the limited scope of repairs or touch-ups described in the pre-bid meeting and as understood to be part of this scope, what is the expectation that any work will fall out of the threshold of minor touch-ups ? Any work that would require returning to the tank or rigging (which would not typically be able to be scheduled or completed in 15 days), should be considered a change condition. Liquidated damages are not appropriate for the scope as defined for an inspection and maintenance contract.

Response: Part 1 of Item No.6 herein: It is anticipated that there will be minimal work that will fall out of the threshold of minor touch-ups and repairs; both tanks were refurbished in 2019.

Response: Part 2 of Item No. 6 herein: Items of repair that are identified during routine maintenance inspections shall be scheduled based upon the County's priorities.

Response: Part 3 of Item No. 6 herein: Refer to the Request for Proposal document, Page 2, Scope of Work, Letter G, Item No. 3. Liquidated damages in the amount of Two Hundred Fifty (\$250.00) Dollars per calendar day shall be assessed after the fifteen (15) day period until the work is completed.

ITEM NO. 7: Inquiry: The Term "offensive" graffiti is listed as an emergency response within 24 hours under Section III-C – Repairs. This requirement would make for an unnecessarily costly contract for this level of response time and an unknown variable like vandalism. Graffiti and vandalism can greatly vary in size and scope to repair/cover. Please clarify the threshold in Dollars expected on an annual basis to be included for graffiti response and repair as part of this contract. Alternately, a provision can be added for the graffiti/vandalism to be assessed within 24 hours and priced for repair/coverup on an as needed basis with a more reasonable response time (within 30 days).

Response: See attachment "A" to this addendum.

ITEM NO. 8: Inquiry: It appears that much of this RFP is written with language consistent with a Full Asset Management program, but the scope is only for inspections and routine maintenance. The non-cancellation clause (evergreen contract) in section III- D, while consistent with a full asset management program (that includes future coatings and repair work, full risk transfer, etc), is inconsistent with a simple inspection and routine maintenance contract. We would request that this RFP includes the ability for both parties to cancel at the end of each contract year, if desired. Alternately, a limited term can be assigned to this contract (say 6 years) at the end of which both parties can agree to a scope and contract for the next limited term.

Response: Refer to the Request for Proposal document, Page 4, Section III, Maintenance Agreement – General Information, Letter D.; **CHANGE**, the description to read as follows:

This specific timeframe for the contract document shall be limited to a one (1) year period and shall be renewed annually by mutual agreement unless cancelled **by either party within ninety (90) days of the expiration period by written notice.** Within the contract document shall be a specified clause detailing procedure that County Officials may take for cancellation or renewal of this document. **Either party may cancel by written notice within ninety (90) days of the expiration period.** The term of the contract shall be annually renewable and include all future normal repair, emergency repair, inspections, and engineering services necessary to maintain the tanks.

ITEM NO. 9: Inquiry: There is reference to the responding contractor providing a detailed contract (Section III – D) as part of the response. There is also an example contract at the end of the RFP documents. Is the example contract, simply an example for reference purposes or is this expected to be the contract document for the awarded respondent ? Our preference would be to provide a detailed contract document as stated in Section III – D. Please clarify.

Response: Part 1 of Item No. 9 herein: Attachment "F" within the Request for Proposal document is an example of the contract that will be executed upon award.

Response: Part 2 of Item No. 9 herein: The contract provided in Attachment "F" will be utilized for this project, there's no requirement to provide detailed contract documents.

ITEM NO. 10: Inquiry: Extra Work – There is no location on the response documents for hourly rates. Our company does not publish/provide hourly rates unless a prevailing wage scale is in effect. We would take exception to this provision.

Response: Refer to ITEM NO. 15 of this addendum.

ITEM NO. 11: *Inquiry:* Please provide details and information regarding the coatings that are currently installed on the tanks. For the purposes of pricing touchups, we would need this information.

Response: Refer to ITEM NO. 5 of this addendum.

ITEM NO. 12: *Inquiry:* Is there a 3rd party engineering firm that will be managing this contract, if so, who ?

Response: All aspects of this contract will be managed by/through the Washington County Department of Water Quality.

ITEM NO. 13: *Inquiry:* **Page 4, Section III MAINTENANCE AGREEMENT – GENERAL INFORMATION. Item B.**

It states: “At the end of Year 2026 the base fee may be adjusted as a result of inflation at a rate of five (5%) percent for the third three (3) year increment (Years 2027, 2028, and 2029.”

Does this statement limit the fee increase to 5% for the entire 3 year period of 2027, 2028, and 2029? Is every subsequent 3 year period limited to a single 5% increase at the beginning of that period? This 5% increase may not cover the cost of inflation over that entire 3 year period.

Response: Part I of Item No. 13 herein: Yes, the increase of 5% covers the 3-year period of 2027, 2028 and 2029.

Part II of Item No. 13 herein: Yes, the 5% applies every subsequent 3-year period

ITEM NO. 14: *Inquiry:* **Page 5, Section VII. EXTRA WORK**

It states: “The Contractor’s Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. **These hourly rates shall be used as the basis for compensation for extra work and shall include the Contractor’s total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals** (the actual breakdown for these hourly rates is not required). Failure to include this information may render the proposal non-responsive.”

We consider this information to be proprietary. Additionally, this rate will change from year to year and will not include materials for any extra work that may be necessary.

Response: Refer to ITEM NO. 15 of this addendum.

ITEM NO. 15: Refer to the Request for Proposal, Page 5, Section VIII. Extra Work: **CHANGE**, the description to read as follows: No extra work, labor or material shall be paid for by the Department of Water Quality beyond the scope of work. If extra work, labor or material is needed, the contractor shall submit a cost estimate for the request, which the County reserves the right to deny or grant approval of the request.

(NOTE: The wording of all “Inquiries” submitted are displayed exactly as received.)

ITEM NO. 16: Refer to the Request for Proposals, Page 2, Section II, Scope of Work, Letter B & Letter D.; **CHANGE**, the description to read as follows:

B. YEAR 2 (2022) and YEAR 4 (2024)

1. **Engineering** inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

ITEM NO. 17: Refer to the request for proposals, Page 2, Section II, Scope of Work, Letter C.; **CHANGE**, the description to read as follows:

C. YEAR 3 (2023)

1. **Washout** inspection and preventive maintenance.
2. Any needed repairs/touchup.
3. Provide emergency repair service.
4. Ensure tank complies with all federal and state regulations.
5. Maintain as per the maintenance program.

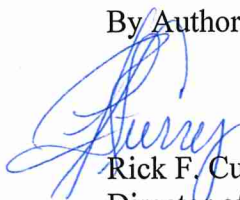
ITEM NO. 18: Refer to the Request for Proposal, Page 3, Section II, Scope of Work, NOTE: **CHANGE**, the description to read as follows:

NOTE: The above schedule shall continue in perpetuity, as long as the contract continues to be renewed by the County. Washout inspection shall be provided **in years three (3) and six (6) as shown above.**

ITEM NO. 19: This Addendum consists of *REVISIONS* to the specification, Pages 2, 3, 4, and 5 and a *REVISED* Form of Proposal, Pages 14,15, and 16 has been included as an attachment to this addendum (only the Form of Proposal). The revised Form of Proposal resulted in adding contingency for emergency and non-emergency graffiti.

ITEM NO. 20: Proposers shall submit the Government Wide Debarment and Suspension form, the Affidavit, the Non-Collusion Certificate contained in the original bid document and the attached *Revised* Form of Proposal as their bid submittal no later than **4:00 P.M., (EDT/EST), Wednesday, February 10, 2021.**

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

PUR-1488
FORM OF PROPOSAL

SHARPSBURG AND HIGHFIELD WATER STORAGE TANKS
MAINTENANCE PROGRAMS

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

SHARPSBURG TANK:

Annual Fee:

Year 1 (2021):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 2 (2022):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 3 (2023):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 4 (2024):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 5 (2025):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 6 (2026):

_____ Dollars (\$ _____)
(Written) (Figures)

Contingent: Emergency Graffiti (per 10' section)

_____ Dollars (\$ _____)
(Written) (Figures)

Contingent: Non-Emergency Graffiti (per 10' section)

_____ Dollars (\$ _____)
(Written) (Figures)

HIGHFIELD TANK:

Annual Fee:

Year 1 (2021):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 2 (2022):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 3 (2023):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 4 (2024):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 5 (2025):

_____ Dollars (\$ _____)
(Written) (Figures)

Year 6 (2026):

_____ Dollars (\$ _____)
(Written) (Figures)

Contingent: Emergency Graffiti – (per 10' section)

_____ Dollars (\$ _____)
(Written) (Figures)

Contingent: Non-Emergency Graffiti – (per 10' section)

_____ Dollars (\$ _____)
(Written) (Figures)

TOTAL LUMP SUM (Total of all figures above):

_____ Dollars (\$ _____)
(Written) (Figures)

PROPOSER MUST SIGN HERE:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Federal Employer Identification No. _____

Date: _____

EXCEPTIONS

(If no exceptions are taken, state NONE)