



FAYETTEVILLE PUBLIC WORKS COMMISSION

PROCUREMENT DEPARTMENT

<https://www.faypwc.com/bids/>

Bid Addendum

PWC Number: PWC2324049

Bid Title : On-Call Protective Coating Installation Services

Bid Opening Date and Time: Tuesday, February 6, 2024 @ 2:00 pm

Addendum Number: 1

Addendum Date: Tuesday, January 30, 2024

Procurement Advisor: Shelby Lesane

procurement@faypwc.com

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1. Return one properly executed copy of this addendum with bid response or prior to the Bid Opening Date/Time listed above.
 2. Following are questions received about the solicitation and the SME's answers to the questions.
 - Q1. *Please confirm that the financial information (recent audited/reviewed statements and the most recent internal financial statements) shall be excluded from the page limits for the page count.***
 - A1.** The financial information required to be submitted listed under the first bullet point in Section 7 of the RFP can be appended to the Bidder's response and will not count towards the page limits. The written statement from the Bidder's bonding company – outlined in the second bullet point of Section 7 – will count towards the page limit.
 - Q2. *If a bidder intends to use a subcontractor for surface preparation or coating application, are they required to submit the subcontractor's financials, certifications, and qualifications, including MWDBE and/or SLS programs, with the bid/proposal submittal?***
 - A2.**
 - a) Bidders or not required to submit the subcontractor's financials, certifications, and qualifications with the bid/proposal submittal.
 - b) Bidders are required to disclose all intended subcontractors in the MWDBE affidavits and subcontractors forms.
 - Q3. *If a bidder proposes to use multiple manufacturers for this coating project, would that disqualify the bidder on this request for proposal?***
 - A3.** No. However, the Bidder will need to address all items listed in Section 4 "Coatings Manufacturer Qualifications" for each proposed manufacturer to be used.
 - Q4. *Will there be any consideration for alternative coating products and manufacturers during the contract period once this project is awarded?***
 - A4.** It is the intent of the RFP that the successful Bidder will utilize the manufacturer(s) listed in the RFP and their response. However, if a specific project arises during the course of the Contract that would require an alternative coating product and/or supplier, PWC would work with the successful Bidder and the proposed supplier to evaluate and verify that the alternative supplier and/or product is the most applicable to that particular situation.
 - Q5. *Please add a mobilization rate to the rate proposal form as this affords a clearer hourly rate for the personnel rate sheet since each work order project varies in scope/size.***

- A5.** Bidders shall include any costs related to mobilization in their proposed hourly costs and/or equipment rates. Mobilization will not be paid separately.
- Q6.** *Please indicate if Fayetteville Public Works Commission can provide a continuous supply of electricity via 110/220-volt outlets located no more than 100 feet from each area that will receive work under this contract?*
- A6.** A continuous supply of electricity is available within 100 ft of any work that will be conducted at all facilities.
- Q7.** *Please indicate if Fayetteville Public Works Commission can provide a continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the selected contractor's crew within 100 feet of each area that will receive work under this contract?*
- A7.** A continuous supply of potable water under 50 psi at the rate of 60 gpm is available within 100 ft of any work that will be conducted at all facilities.
- Q8.** *Does Fayetteville Public Works Commission have an expected overall budget for this contract?*
- A8.** No. The amount of work is unknown at this time. Assigned work will be based on available budget, priority of the work, and other factors as determined by PWC.
- Q9.** *Does Fayetteville Public Works Commission have an expected number of work orders to be executed under this contract?*
- A9.** No. As noted above, there are no known specific projects at this time. Projects will be assigned based on need, available budget, and other factors as determined by PWC.
- Q10.** *Please confirm that this contract does not include any prevailing wages and/or AIS requirements.*
- A10.** Correct. There are no prevailing wage and/or AIS requirements associated with this Contract.
- Q11.** *Section A of "General Description of Work" mentions that grouting, crack injection, and expansion joint filler may be required. There is an approved list of coating manufacturers but not repair manufacturers. Does Fayetteville Public Works Commission have an approved list of repair manufacturers that are to be used under this contract?*
- A11.** No, PWC does not have an approved list of manufacturers for the services outlined above. If such a project arises, the Contractor would include the proposed manufacturer with their specific proposal for that project.
- Q12.** *How does the MWDBE Compliance Provisions section apply to this RFP? The rates that are requested in this RFP are from contractor-supplied workforce and contractor-owned equipment. Hence the requirements on items such as materials, subcontractors, and providers of professional services. What will the MWDBE requirements be on work orders after award of contract?*
- A12.**
- a) PWC has adopted a new MWDBE Program that promotes utilizing MWDBE and HUB businesses for PWC, which became effective July 1, 2023. This program includes all categories of procurement, including professional services.
 - b) The MWDBE Program requires bidders to solicit MWDBE and HUB businesses and report any efforts to do so.
 - c) This project has an aspirational goal of 19% MBE and 3% WBE.

- d) All MWDBE documents required to be submitted with the bid are marked as such. Good faith opportunity and subcontractor utilization efforts can be documented in the MWDBE forms provided in the contract documents.
- e) The awarded bidder is required to comply with the Program requirements and turn in subcontractor payments on the SLS/MWDBE forms with each pay application to include the final pay application. Non-compliance with subcontractor utilization or payment reporting may result in delays in pay application review and payments.
- f) Bidders with Program questions or bidders that need additional MWDBE assistance may contact Nikole Bohannon via email at nikole.bohannon@faypwc.com.

Q13. MWDBE Compliance Requirements item 2 Affidavit B – Intent to Self-Perform with Own Workforce sub note states, “Affidavit B should only be used if the contractor will perform all elements of the work on this project with their own forces and will complete all elements of this project without the use of subcontractors, material suppliers, or providers of professional services.” Please modify this requirement to not include material suppliers and only include subcontractors and providers of professional services. Due to the variability of the scope of works for this contract this material supplier requirement would potentially prevent a contractor from being able to complete the work.

A13. a) This section will not be modified, as various material suppliers are potential throughout this project and are not limited to the manufacturing coating materials. Bidders are encouraged to utilize manufacturers who utilize MWDBEs as authorized dealers. Bidders will not be rejected if a non-MWDBE material supplier is utilized. Bidders are encouraged to maximize their subcontractors and providers of professional services to meet the aspirational goals for this project. Bidders with Program questions or bidders that need additional MWDBE assistance may contact Nikole Bohannon via email at nikole.bohannon@faypwc.com

Q14. Contract Documents: ITB, Service Agreement – Are there any General or Supplemental Conditions in addition to the Service Agreement and Advertisement for Public Proposal?

A14. No.

Q15. Liquidated Damages: There are none specified. What are the liquidated damages associated with this contract if any?

A15. There are no liquidated damages associated with this Contract. As part of each project, the Contractor and PWC will agree to an estimated timeframe for completion. The Contractor’s ability to adhere to that estimated timeframe will be included in PWC’s evaluation on whether to renew the Contract.

Q16. Retainage: Art. 5 of Service Agreement – It states “Provider shall promptly notify PWC in writing when Provider has reached ninety percent (90%) of the Cap. Please confirm the amount of the proposed retainage withholding from Owner of the General Contractor. Per NC laws a public owner may withhold no more than 5% reduced to 0% upon 50% successful completion of work for contracts greater than \$100,000 (N.C. Gen. Stat. § 143-134.1(b1).)

A16. Retainage will be withheld in accordance with the applicable North Carolina General Statute(s).

Q17. Performance & Payment Bonds: Please confirm if bonds are required for contract work.

A17. It is anticipated that Payment and Performance Bonds will be required for those Projects exceeding \$50,000 in value. The PWC will make the determination on the need for bonds on a case-by-case basis.

Q18. Changes/Delays/Force Majeure: Please confirm the delays/changes/force majeure procedures for this work.

A18. As each work order is assigned, the Contractor and PWC will cooperatively determine a project schedule for the work. PWC does reserve the right to postpone any work – at any time during the specific project – to meet regulatory requirements and/or facilitate operations during inclement weather, high flows, etc. Should a delay/change/force majeure occur during a project, they will be evaluated on a case-by-case basis through discussions between the Contractor and PWC.

Q19. Differing Conditions: What are the differing conditions procedures for this work?

A19. It is anticipated that the successful Bidder will thoroughly review the site conditions at the time of PWC issuing a specific work request. However, should differing conditions be discovered as the work progresses, they will be evaluated on a case-by-case basis through discussions between the successful Bidder and PWC.

Failure to acknowledge receipt of this addendum may result in rejection of the response.

Check ONE of the following options:

- Bid has not been submitted. Any changes resulting from this addendum are included in our bid response.
- Bid has been submitted. No changes resulted from this addendum.
- Bid has been submitted. Changes resulting from this addendum are as follows:

Execute Addendum:

Offeror: _____

Authorized Signature: _____

Name and Titled (Typed): _____

Date: _____