



Notice of Information Item No. 1

Dated: January 15, 2021

**Arlington Public Schools
Procurement Office**

Request for Proposal 13FY21

Request for Proposal Title: Construction Manager Advisory Services for Various Arlington Public Schools Construction Projects

Request for Proposal Number: 13FY21

Request for Proposal Issue Date: December 22, 2020

Pre-Proposal Conference: January 8, 2021 (Refer to Request Title Page 2)

Proposal Due Date and Time: January 22, 2021, No Later Than 11:59 P.M. (EDT)

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The following information is provided to potential Offerors who are considering submitting a Proposal in response to RFP 13FY21.

Questions Received During the Pre-Proposal Conference Dated January 8, 2021:

Q1. Who is/are the incumbent CMA provider(s)?

A1. The current incumbents in response to RFP 25FY15 are CBRE Heery and McDonough Bolyard Peck (MBP). Three contracts were originally awarded but only these two remain in place.

Q2. What is the likelihood that APS will award more than one contract?

A2. The RFP indicated that APS will award a minimum of one contract resulting from this RFP and it is anticipated that APS will award more than one contract resulting from this RFP.

Q3. Design review software cost to be covered by CMA? Will APS require it to be a specific software or will others, e.g. Bluebeam Studio be acceptable?

A3. Yes. Software other than Dr Checks may be considered at the time a task is requested of the awarded CMA firm.

Q4. Who is the current incumbent?

A4. See response to Q1 above

Q5. Will questions asked and responded here be issued in Addendum formally?

A5. Questions asked during the Pre-Proposal Conference will be answered either through an Information Item, where the answer does not result in a change to the RFP, or through an Addendum, where the answer does result in a change to the RFP.

Q6. Will APS provide IT requirements for Project Site?

A6. The question is unclear. It is requested that greater clarification is provided/the question is rephrased.

Q7. Does APS anticipate awarding multiple CMA firms / has APS done so in past years?

A7. See response to Q1 and Q2 above

Q8. Can you clarify what you intend the CMA to complete on the scoping sheet?

A8. The scoping sheet will be completed by APS prior to each Project and boxes will be checked to indicate the Project Delivery Method/Staff Augmentation and the Scope of Work the CMA is required to perform. The scoping sheet is not to be returned as part of the Proposal.

Q9. Will this replace the program management RFP?

A9. No.

Q10. The cloud project site, are there specific IT or security requirements?

A10. The question is unclear. It is requested that greater clarification is provided/the question is rephrased.

Q11. What is the likelihood of APS awarding more than two contracts?

A11. See response to Q2 above

Q12. Regarding the document review software, shall associated software costs be included in the Loaded Hourly Rates or will such costs be assessed on a per project basis as a reimbursable cost

A12. Associated software costs are not to be included in the Loaded Hourly Rates. Such costs will be assessed on a per project basis as a reimbursable cost.

Q13. Will you negotiate and rotate tasks amongst the CMA, or compete each task?

A13. APS will determine the CMA to be selected on a Project in accordance with Section 66, CMA Selection and Award of Individual Projects, of the Contract Terms and Conditions. APS provides no guarantee that any CMA awarded a Contract resulting from this RFP will be selected for a Project.

Q14. Are the projects examples must be local? or we can use from other regions?

A14. If this question refers to the location of projects required as part of Tab 3: Experience on Comparable Projects, there is no requirement that a project must be located within a particular region.

Questions Received Outside of the Pre-Proposal Conference:

Q1. I would like to bid on the flagpole for this project. Can you tell me how to get the specs for it.

A1. The solicitation is not seeking a general contractor to provide construction services on a project. It is seeking construction manager advisor(s). Therefore, the RFP's Scope of Work does not contain a specification for a flagpole.

Q2. In section III.D (Minimum Qualifications/Minimum Requirements on page 27), you request four projects, two of which are DBB and two are CMR. Is there flexibility in the CMR projects where an offeror can submit four DBB or possibly two DBB and two multi-prime projects to satisfy this requirement?

A2. No.

Q3. Question regarding the proposal timeline for 13FY21. The "Questions" section on page two states that questions are due no later than 5pm on January 11; however, Section B on page 23 states January 5. Please clarify the correct date.

A3. The correct date for receipt of questions was no later than 5:00 P.M. on January 11, 2021.

Q4. Page 9, Section II, Scope of Work, Paragraph 1.D, indicates, "The CMA shall be responsible for any other equipment or supplies required to execute the requirements of a Project contract, such as computers, printers, etc." Shall costs associated with cell phones, computers, mobile devices, printers/copiers, and office supplies be included in the Loaded Hourly Rates?

A4. Yes. See Addendum No. 1.

Q5. Page 10, Section II, Scope of Work, Paragraph 1.G., to what extent shall the CMA be familiar with the BIM model in Revit? Are there any required CMA deliverables associated with a project's BIM model?

A5. CMA's are not responsible for providing BIM software or models as part of their scope. CMA's are expected to participate in BIM coordination meetings, document action items, and have BIM knowledge and/or experience to provide recommendations on the overall process or project specific issues uncovered as part of the coordination process.

Q6. Page 11, Section II, Scope of Work, Paragraph 2.C, shall costs associated with the document review software be included in the Loaded Hourly Rates or will such costs be assessed on a per project basis as a reimbursable cost?

A6. See response to Q12 asked during the Pre-Proposal Conference, above.

Q7. Page 19, Section II, Scope of Work, Paragraph 3.P, shall equipment and material costs associated with producing equipment barcodes be included in the Loaded Hourly Rates or will such costs be assessed on a per project basis as a reimbursable cost.

A7. Equipment and material costs associated with producing equipment barcodes shall not be included in the Loaded Hourly Rates. No such costs exist under the CMR delivery method since the CMA role is supervisory. For the DBB delivery method equipment and material costs will be assessed on a per project basis as a reimbursable cost.

Q8. Regarding the electronic upload, is there a required file naming convention for the submittal? (e.g., Company Name_APS RFP 13FY21_01-22-2021.pdf)

A8. It is requested that when an Offeror is creating its file to submit its Proposal, it provides the name of the individual submitting the Proposal, the individual's email address, and the name of the Offeror. See page 62 and 63 of Appendix G for details. It is preferred that Offerors upload each of the seven tabs separately, with each tab appropriately numbered, into the Platform. If Offerors wish to provide additional information, this information can be uploaded in a separate attachment

Q9. Regarding the electronic upload, is there a file size limitation?

A9. Offerors are requested to provide only the information that has been asked for in the RFP. Unnecessary elaborate responses are not desired.

Q10. Page 53. Appendix B – Conflict of Interest Statement. This document is indicating the requirement to be notarized. As this RFP submission will be electronic would a scanned copy of the notarized page be acceptable?

A10. A scanned copy of the notarized page is acceptable.

Q11. During the pre-proposal conference, it was requested that each tab of the proposal be submitted as a separate file. Please confirm this is APS' desire and if the system will allow for multiple file upload.

A11. It is the preference of APS that each tab is submitted as a separate file, and appropriately titled.

Q12. Will the CMA be required to implement or procure a project management information system (PMIS), or will the CMA only be required to operate within the APS established PMIS (ex: Unifier, Procore, etc.)?

A12. This will be answered as two questions,

Q12.1: Will the CMA be required to implement or procure a project management information system (PMIS) will the CMA be required to implement or procure a PMIS?"

A12.1: As technology evolves over the course of the Contract, there may be new software that becomes available, in which APS may task the CMA to procure for our use, similarly to DrChecks, on a per Project basis.

Q12.2: Will the CMA **only** be required to operate within the APS established PMIS (ex: Unifier, Procore, etc.)?"

A12.2: No. The CMA will be required to operate within the Owner's Software and they shall be required to operate in software provided by others, like BIM 360, Plangrid, DrChecks, Holobuilder, etc. The various softwares used are determined on a per Project basis.

Q13. Section I.F. Disposition of Materials: This paragraph implies that the CMA is responsible for disposing of material and debris collected during the course of construction. Please clarify

the intent of this paragraph.

A13. Section I.F. is misrepresented above. There is no language that states “collected during the course of construction.” Please read the referenced RFP section reword your question, or advise if you are unclear of the Work being produced as part of the Contract.

Q14. Section I.G. Building Information Modeling: Is the CMA required to provide its own licenses to access BIM information, or will the A/E or APS provide access to required software?
A14. This is typically provided by the General Contractor, however if there is a cost imposed by others to add a CMA to a project, this cost can be submitted as a reimbursable. If the CMA firm already has BIM and a license as part of their firm, APS will not be pay for the license fees for pre-existing or pre-owned software by a CMA.

Q15. Section II.B Document Review General: Please confirm the intent of design reviews. Are these intended to be technical, peer level reviews, or reviews for conformance with project requirements.

A15. See. Section II.B, part 1, 2, 3, 4a, 4b.

Q16. Section II.C. Document Review Software: Will APS provide minimum functional requirements for the Document Review Software? Since functionality varies greatly between systems as robust as Dr. Checks and as simple as a cloud-based spreadsheet, it is helpful to narrow in based on requirements.

A16. Yes, on a per Project basis.

Q17. Section II.E. Schedule Control: This section states that the CMA shall develop the project schedule. Please clarify the intent of this schedule. Is this intended to be an Owner’s schedule used for comparison against the Contractor’s schedule and to track Owner activities outside of construction?

A17. Note Section II.E. is during the Pre-Construction Phase where a GC is not on board yet, as the first bullet starts with DBB, which = Design Bid Build throughout this RFP. This is not the Contractor’s CPM Schedule.

Q18. Section III.D Shared Cloud-Based Software: This section states that the CMA is to keep all records in a cloud-based software system. Please clarify if this system is separate and in addition to the APS project management information system (ex: Unifier, Procore, etc.).

A18. Yes. See Section III.B for examples of documents.

Q19. Section III.H. Inspection: This section states that the CMA will “ensure” strict compliance with requirements of the contract documents. Please clarify if the term “ensure” may be replaced with the term “verify”. In its quality assurance role, the CMA “verifies” while the GC “ensures” in its quality control role.

A19. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q20. Section III.J. Monitor Testing: This section mentions “approved” 3rd party testing and inspection agencies. Does APS maintain a list of approved agencies?

A20. No. This will be evaluated and determined on a per Project basis.

Q21. Section III.P. eTOP: Please specify the system APS uses for eTOP.

A21. Enhanced “Construction to Operations” Turnover Services (eTOP) through Gilbane's Facilities Management Services.

Q22. Section IV. Staff Augmentation Services: Would an offeror’s engagement in a staff augmentation role preclude the offeror from simultaneously providing CMA services on individual projects?

A22. No.

Q23. Appendix E, Fee Schedule: Please confirm that the “Estimated Number of Hours” column shall remain fixed and is for reference only.

A23. In accordance with Appendix E, Fee Schedule, Offerors understand and agree that the estimated number of hours listed below (in the fee estimate table), or elsewhere in this RFP, are provided only for the evaluation of Fees in accordance with the Proposal Evaluation Criteria.

Q24. Appendix E, Fee Schedule: If the CMA is proposing additional key staff classifications, should it add those to the fee estimate table or list separately?

A24. Additional staff classifications are to be listed separately in Tab 5, Fees for Services.

Q25. Terms and Conditions, Section 31 Data Security: This section states, *the CMA shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state, and federal laws or regulatory requirements concerning data privacy and security.*

- a. What are the “applicable APS security and network resources policies”?
- b. Will the CMA be accessing the APS network(s)? If so, what are the technical requirements for accessing the network? Does APS have a User Access Agreement?

A25. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the Negotiation Stage, if the Offeror is selected for that stage.

Q26. Terms and Conditions, Section 31.C Data Protection: This section refers to the “Payment Card Industry Data Security Standard”. This standard is an information security standard for organizations that handle branded credit cards from the major card schemes. Please confirm the PCI DSS is not applicable to the CMA’s services or the RFP.

A26. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the Negotiation Stage, if the Offeror is selected for that stage.

Q27. Terms and Conditions, Section 31.C Data Protection: This section references standards

established by the National Institute of Standards and Technology (NIST). NIST publishes numerous standards and guidelines related to data protection. Please clarify which NIST standards are applicable to this solicitation.

A27. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the Negotiation Stage, if the Offeror is selected for that stage.

Q28. Terms and Conditions, Section 31.C Data Protection: This section references 201 CMR 17.00. 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth is not a NIST standard. Further, it addresses “Personal Information” which is defined as: “a [Massachusetts] resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account;”

A28. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the Negotiation Stage, if the Offeror is selected for that stage.

Q29. This type of information does not appear relevant to the CMA’s services. Please confirm 201 CMR 17.00 (which refers to residents of the Commonwealth of Massachusetts) is not applicable to the CMA’s services or the RFP.

A29. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the Negotiation Stage, if the Offeror is selected for that stage.

Q30. Terms and Conditions, Section 53 Insurance Requirements: General – please confirm that follow-form excess/umbrella policies can be used to satisfy limit requirements. For example, an umbrella policy sitting on top of a \$500,000 Workers Comp/Employer’s Liability policy can be used to satisfy the \$1,000,000 aggregate limit requirement.

A30. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q31. Terms and Conditions, Section 53.3 Insurance Requirements: 53(3) states “*These coverages must be listed on the Commercial General Liability certificate of insurance. . . .*,” and then identifies Automobile, Cyber, and Professional Liability Insurance. Please confirm that APS will accept multiple certificates which is necessary when an offeror procures its insurance through more than one broker.

A31. APS will accept multiple certificates when the Contractor procures its insurance through more than one broker.

Q32. Terms and Conditions, Section 53.3.b and 53.3.c Insurance Requirements: 53(3)(b) and 53(3)(c) require “*per occurrence coverage*” for Cyber Liability and Professional Liability, respectively. Commercially available Professional Liability is written on a claims-made basis, not an occurrence basis. 53(6), however, states “*Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the CMA must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the CMA’s receipt of final payment*”.

- c. Please confirm that Professional Liability and Cyber Liability Insurance may be placed as claims-made.
- d. Please identify the “applicable statute of limitations” that determines the length of the extended reporting period. Also, there are limits to extended reporting periods. What if the “applicable statute of limitations” as identified by APS exceeds commercially available extended reporting periods?

A32. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q33. Terms and Conditions, Section 53.4 Insurance Requirements: 53(4) requires that “*Arlington Public Schools, its officers, elected and appointed officials, employees, and agents, are to be named as an additional insured under all coverages except Workers' Compensation.*” Professional liability policies do not allow parties to be named as additional insureds. Please confirm that the exception to the additional insured requirement includes professional liability.

A33. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q34. Appendix C, Insurance Checklist: The Hold harmless wording on a Certificate of Insurance as noted on Appendix C Insurance Checklist is not typical. We would list APS and any required entities as Additional Insured for all policies except WC and Professional Liability. Will APS accept this statement and the blanket additional insured forms currently in our policies?

A34. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q35. Appendix F, Non-Disclosure and Data Security Agreement: This appendix states “*No information may be downloaded except as agreed to be the parties and then only onto an APS approved device*”. Please clarify the requirements for approved devices. What are the procedures for obtaining approval?

A35. To meet the timeline set for award of Contracts resulting from this RFP, APS is unable to research an answer to this question prior to the Proposal Due Date. Offeror is encouraged to include the question as an exemption in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP, and it will be addressed during the

Negotiation Stage, if the Offeror is selected for that stage.

Q36. Are we able to use a smaller than 10pt font size for graphics and/or tables?

A36. No. Graphics and /or tables provided in the Proposal must be easily readable to the members of the Selection Advisory Committee.

Q37. In section B. Record Keeping, it states, “The CMA shall use APS contract and document management software for record keeping”. What software does APS use for contract and document management?

A37. Software(s) will be determined on a per Project basis.

Q38. Are we allowed to recreate the Title Page Forms 1-5?

A38. If a copy of Title Pages 1 – 5 is recreated it must be an exact duplicate of the original, with the information presented in the same order as the original, and with no additions or deletions.

Q39. On Title Page Four, under the Type of Business section, can we include an additional line to submit our certification number as well as the certifying agency? Also, can we include a copy of our MWBE certificate?

A39. By including the additional information you have identified is not going to influence the award of a Contract resulting from the RFP.

Q40. Under TAB 3 Experience on Comparable Projects, can we include projects that are Design Build instead of Design Bid Build?

A40. No.

Q41. We have a question about Section D. 1. Section D.1 states Offeror must have a minimum of 10 years continuous experience, prior to the Proposal Due Date, in providing construction management advisory services. Our firm was established in Sep 2019 and is a registered CMA business in the State of Virginia. The project team that we are proposing for this project meet the requirements of D.3, and our firm also meets the requirement of D.2. Can you please clarify D.1, and confirm if our firm meets the minimum requirements of Section D?

A41. It is confirmed your firm does not meet the minimum requirements of Section D.

Q42. The addition of a term stating that the limit requirements for Auto, Employer’s, and General Liability may be satisfied by a follow-form excess/umbrella insurance policy that sits on top.

A42. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q43. The addition of a term stating that Professional Liability and Cyber Liability Insurance may be placed as claims-made.

A43. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q44. Modification of the exception in § 53(4) for the required naming of additional insureds to include Professional Liability in addition to Workers Compensation. This also will change # 14 of the Insurance Checklist.

A44. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q45. Modification of the time requirement for Section 53(6) to be no more than 5 years from the date of the CMA's receipt of final payment rather than "until the applicable statute of limitations has expired."

A45. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q46. That #12 on the Insurance Checklist is not one of the "Coverages Required" by the Checklist and that the Carrier Rating does not need to be listed on the Certificate of Insurance.

A46. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q47. Deletion of #16 on the Insurance Checklist. "Hold Harmless wording" is not a type of coverage nor is the language typical language for a Certificate of Insurance.

A47. Offerors wishing to state exceptions to any provision of the Contract Documents shall do so in accordance with Section V. A. Proposal Evaluation Process and Method of Contract Award, of the RFP.

Q48. Will the pre-Proposal conference attendee list be made available?

A48. The Pre-Proposal Conference attendee list is attached.

Attachment:

Pre-Proposal Conference Attendee Report

Issued By:

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