

AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 003	2. EFFECTIVE DATE – 2/3/2021	3. PAGE 1 OF 1
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4. ISSUED BY: **Fluor-BWXT Portsmouth LLC**
P.O. Box 548
3930 US Route 23 South
Piketon, OH 45661

5. NAME AND ADDRESS OF CONTRACTOR (<i>Name, street, county, state &, zip code</i>)	6. AMENDMENT OF (RFP) SOLICITATION NO. FBP21SC92744	DATE 2/3/21
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7.
The above numbered solicitation is amended as set forth in Item 8. The hour and date specified for receipt of Offers ___ is extended X is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 5 and 9, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

8. DESCRIPTION OF AMENDMENT

Except as provided herein, all terms and conditions of the document remain unchanged and in full force and effect.

- Q&A's dated 2.3.21 included (attached)
- Section M Attachment B REV1 is deleted and replaced with Section M Attachment B REV2 (attached)
- Section M Attachment A REV2 is deleted and replaced with Section M Attachment A REV3 (attached)

9A. NAME AND TITLE OF SIGNER (<i>Type or print</i>)		10A. Fluor BWXT Portsmouth LLC Brady Barnhart, FBP Contracts Supervisor	
9B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	9C. DATE SIGNED	10B. <i>(Signature)</i>	10C. DATE SIGNED 2/3/21

ADDITIONAL BIDDERS QUESTIONS

We understand FBP operates on a Union/Collective Bargaining Agreement arrangement and has a Site Specific Project Labor Agreement established. **See below, not applicable to this rental/lease solicitation.**

- Can you please send a complete copy of the Project Labor Agreement?
- Will the fulltime onsite Maintenance Mechanics be required to be Union and work under a Collective Bargaining Agreement? **No**
- Will the vendor be responsible/required to sign on to the FBP, Site Specific Project Labor Agreement? **No**
- Will the fulltime onsite Maintenance Mechanics be required to be paid according to the Davis Bacon, Prevailing Wage, or a Service Contract Act Wage? **Yes, they must be paid "at least" the prevailing Davis-Bacon Wages. Most current wages can be found on-line at the Department of Labor Website.**
 - If yes, can you please provide either the Prevailing Wage Rates, or Service Contract Wages which are applicable?
- Are "Certified Payrolls" required to be submitted for the fulltime onsite Maintenance Mechanics? **Yes**
- Are the fulltime onsite Maintenance Mechanics required to be Union Members of the Building Trades? **No**
 - Or, to the onsite Steel Workers Union?
 - Or, can they be 'Merit Shop, Non-Union' personnel?
- Are fulltime onsite Maintenance Mechanics subject to the National Maintenance Agreement applicable to the facility? **No, Per FBP's Labor Relations had determined as you are a "commercial rental service provider" of construction rental/lease equipment and will be providing "your own" personnel to include "certified Mechanics" for the delivery, assembling, maintaining/repairing of your own equipment (only), you are not subject to any Union/Collective Bargaining Agreements. This response is based on the expectation that the Vendor/Supplier is utilizing "its own" Certified Mechanic workforce and NOT using any union hall personnel. The use of Union Hall personnel by the Contractor/Supplier **must be disclosed** as part of the Contractor/Supplier's technical proposal**

Training for the Fulltime Onsite Mechanics:

- The Solicitation identifies mandatory training and the topic was discussed during the Prebid Meeting. There was a differentiation made between the mandatory

computer based training modules which must be completed **PRIOR TO** the Mechanics coming onsite, and those training modules which FBP would be providing to the Master Mechanics once they arrive onsite.

- Will you please provide clarification and differentiation between those specific mandatory training modules required prior to and those that would be performed once they are onsite? **Training items 1 & 2 GET, and Initial Security Briefing are required prior to obtaining a site badge. The rest of the trainings marked CBT are Computer Based Trainings that can be performed remotely before arriving to the site.**
- Please clarify the mandatory training required to be performed while onsite will be conducted by FBP, and the fulltime onsite Mechanics will be paid for their time while in those training classes. **Any PORTS Site Specific training will be provided by FBP at the billable rates in CLIN-002. Training will not be performed at an Overtime Rate.**

Is the project considered Taxable, or Nontaxable?

Please consider the following issues when defining/clarifying the taxable nature of the Solicitation?

- Should the vendor charge sales tax to FBP on only the “rental portion”?
- Should the vendor charge sales tax to FBP on only the “onsite Craft Mechanic’s Labor”?
- Should the vendor charge sales tax to FBP on only the “Professional Services such as Administrator/Coordinator/SME and/or Heavy Equipment Manager”?
- Or, should the vendor charge FBP sales tax on ALL Solicitation line items?

Ohio State Sales Tax is Applicable to all solicitation line items

The vendors are required to provide fully stocked mechanic trucks with spare parts and materials as needed for use throughout the project as part of the Solicitation Requirements, and as a part of the monthly rental rate.

- Will you please confirm that all unused parts, supplies, components, etc. shall remain the property of the vendor at the end of the Solicitation timeframe? **Unused parts and components that have been paid for by FBP become the property of FBP. Contractor/Supplier retains control of equipment and materials/supplies and parts included in the fully stocked mechanics truck. In the event any material or equipment is unable to be free released from the site, FBP and vendor agree to negotiate a fair market depreciated value for the item.**

- Or, please confirm/define if the unused parts, components, supplies, materials, etc. are to remain the property of FBP at the end of the contract timeframe? **See above.**

Is a formal “background check” required for the fulltime onsite Maintenance Mechanics, the Administrative Project Coordinator/Facilitator/SME, and/or the onsite Heavy Equipment Manager? **Yes.**

Residual Buyout Values:

The Solicitation mentions residual buyout values however, the Bid Form does not include a spot to include a residual buyout amount.

- If FBP desires a residual buyout option, then will you please consider modifying the Bid Form to include a Residual Buyout Column for each piece of equipment at the end of each contract period? (See attached).

Actual Lease/Buyout and Amortization terms will be negotiated at the equipment rental/lease “unit” level and at the time of task order release issuance. Should any amortized value meet or exceed the residual equipment value, FBP reserves the right to purchase the piece of equipment. The exact hours, condition, etc. of the specific piece of equipment FBP may receive under Task Order Release is not known at this time and therefore any residual buyout price cannot be reasonably evaluated. Should FBP elect to purchase the equipment, vendor agrees to provide ongoing maintenance on a Time and Material basis under CLIN-002. Note: any result in buyout will negate the need for de-mob cost.

Line 12 of the Bid Form specifies a Caterpillar CH600 Material Handler. Caterpillar has informed us the CH600 Material Handler is no longer offered.

- Will you please clarify if the Vendor/Bidders are to propose an “or-equal” for this material handler, or will FBP specify a particular make and model of Material Handler to be quoted?

See Amendment-002 Q&A's

Regarding Hot Work Permits:

- Welding and cutting and hot work permit operations will definitely be required to be performed by the fulltime onsite Maintenance Mechanics, this work will be extensive at times and will include tasks such as performing welding buildup and hard facing on shears and grapples, and torching operations on potentially radiologically contaminated shear blades, etc.

These types of welding and torch cutting operations will require exhaust fume hoods, protective welding curtains, and specialty HEPA filtered welding hoods, etc. Also, there are many administrative functions required by OSHA for the protection of the workers including a Medical Monitoring Program, Respiratory

Protection Program, additional Specialized PPE, PEL Monitoring, Negative Exposure Assessments as well as paperwork and recordkeeping requirements which are normally performed by the Employer of the Maintenance Mechanic/Welders. However, the Solicitation instructions direct us not to include any of these items.

- Who obtains the Hot Work Permits and administers the Hot Work Program including Respiratory Protection, PPE, PEL Monitoring, Negative Exposure Assessments and all other health and safety related items? **FBP Will provide the permits monitoring for personnel and respirators protection as well as the medical for OSHA requirements.**
- Will FBP provide all of the specialty equipment, fume hoods, respiratory protection, welding curtains, tented enclosures, and any other specialty equipment to facilitate these sorts of welding and torch cutting operations? **FBP will provide the respirators. Welding curtains is the responsibility of vendor. Not sure why enclosures or hoods would be required as this is outside work. However if a structure was erected the vendor will be responsible for all.**

Company assumes the Contractor/Supplier already has OSHA approved policies, procedure and processes to perform these HOT Work activities as part of its normal day-to-day "commercial operations". Company's ESH&Q Organization will review those procedures for adequacy, compliance and use. Once reviewed and approved, Contractor/Supplier is expected to follow and comply with its established OSHA approved HOT Work procedures. As specified in the solicitation, all HOT Work activities will require Company review and written approval prior to commencing work activities. As/if required, any equipment PPE and enclosures will be handled as part of the HOT Work scope review and handled as a change under the changes clause accordingly.

Regarding Mobilization, Offloading, Assembly, and Crane Work (Procedures):

- During the Prebid Meeting the multiple functions and operations were discussed for the initial mobilization of the equipment to the site and the fact that offloading will typically involve cranes, other excavators, fork trucks, and specialty rigging operations.
- Please confirm that the Equipment Rental Vendor is only obligated to comply with their own internal Health & Safety Plans and Procedures for these operations and that none of the FBP Processes, Procedures nor Standard Operating Protocol would apply to the outside vendor regardless of where they perform these functions. **The assembly will performed under a vendor service package which will require vendor to provide support in development as to the means and methods which FBP will develop.**

Initial Mobilization and Assembly of Equipment (Costs):

Presently the Solicitation as written requires all mobilization and assembly costs be included in the Firm Lump Sum Monthly Unit Rate. **This has been corrected in an**

Amendment. These type costs are to be included in the Mob/De-Mod “lump sum” costs as may be applicable for a piece of equipment.

For some of the pieces of equipment the mobilization, unloading, assembly, initial safety inspections and functional onsite testing is an extremely large number. It is also only a one time cost which occurs upfront when the excavator is initially delivered.

Will FBP please reconsider its approach for pricing this item? All associated costs are to be included in the Mob/De-Mod “lump sum” costs as may be applicable for a piece of equipment.

Would FBP please consider an additional column to be added to the Section M, Attachment A Pricing Schedule that would apply to a one-time mobilization and assembly charge for each piece of equipment that could be invoiced for upfront once the equipment is deemed acceptable to FBP? (See attached). Added

- In this manner, these costs would not be factored into the Lump Sum Monthly Rental Rate and the overall Lump Sum Monthly Rental Rate would be lower to FBP over the course of the project. Agree, see above and include in “lump sum” Mob/De-Mob price.

Fulltime Onsite Equipment Vendor Management Staff

During the Prebid Meeting two components of the onsite Management Staff were discussed including the fact FBP shall provide laydown area which will include office area for the Equipment Vendor’s Management Staff.

One type of Management Staff could be considered a Professional Administrative/SME/ Project Manager for the coordination of vendors, mechanics, interface with FBP and managing spare parts, reports, etc. While the second type of Management Staff described in the Solicitation would be considered more of a Heavy Equipment Manager and/or Maintenance Manager. Both of these positions are different from what would be considered a fulltime onsite Mechanic which is typically a Craft person who pulls the wrenches, while the other two are more professional/management style personnel.

The Solicitation Pricing Documents in Section M, Attachment B for Labor does not include a specific line item for the Administrative Project Manager/SME, nor the Heavy Equipment Manager. It was also discussed by ‘Executive Decision’ that neither the Administrative/ SME Manager, nor the Heavy Equipment Maintenance/Manager should be included in the monthly rental rate.

- Please clarify and confirm neither the Administrative Manager/SME, nor any of the Vendor’s Administrative Personnel, nor the Heavy Equipment Managers should be included in the monthly rental rate. All costs for any equipment setup or routine maintenance/repair aside from those specifically identified in CLIN-002 should be included in the rental or mob/de-mob rate. Non-routine repairs will be handled as a change order on a case by case basis.

- Will FBP please consider adding an additional line item for each of the option timeframes in Section M, Attachment B Labor Pricing Tables so the Vendors can include a regular time and/or overtime hourly rate for these personnel? (See attached). **No**
- Will resumes or experience/history be required for these professional personnel for evaluation purposes? **No**

Alternate Prices, Optional Commercial Terms & Conditions, and Value-Added Services

During the Prebid Meeting one of the FBP Senior Procurement Personnel indicated they were interested in receiving alternative ideas, approaches, and/or value-added options with respects to how best to approach this work from both a commercial and best practices standpoint. However, the Solicitation does not indicate where alternative options are to be quoted or any parameters for including them.

Please confirm the Vendors are allowed to submit alternative options, other value-added considerations, and alternate commercial best practices pricing options for consideration by FBP under this Solicitation?

This is a Lowest Price Technically Acceptable (LPTA) Solicitation therefore alternate proposals cannot be accepted. Each offeror must submit a technical and price proposal in accordance with the requirements of RFP FBP21SC92744.

The Solicitation Section 'M', Paragraph M.2 Basis for Award, Subparagraphs, regarding Health and Safety indicates an EMR Rating of 1.0 or less is required for any Bidder. It also indicates greater than 1.0 will be subject to review and approval by FBP.

- What criteria will FBP utilize to determine that a Vendor with EMR of greater than 1.0 will be allowed to bid and be considered as "Acceptable"?
- Will a Bidder with an EMR of equal to or greater than 1.0 be considered as a Qualified and Acceptable Bidder?
- If a Vendor with an EMR greater than 1.0; whose OSHA 300 Logs indicate an increasing trend of Injuries or Lost Time Accidents to Maintenance and Mechanics, Repair Operations be considered as "acceptable"?

M.2 of the RFP lists three "Go/No-Go" Criteria: past performance, pricing everything in Attachment A, and pricing everything in Attachment B. The rest of the technical requirements will be subject to an acceptability review by FBP's technical team, including a company's Health and Safety record. An EMR/TCR of less than 1.0 is considered acceptable without further explanation. An EMR/TCR greater than 1.0 will require additional explanation by the offeror and further review by FBP's technical team. The acceptability of an offerors safety record with a EMR/TCR greater than one will be at the discretion of FBP and includes a number of

considerations including the type of work being performed, reasons for negative trends, and corrective actions put in place by the offeror.

Line #11, of Section M, Attachment A indicates an MDS 2500. Is the MDS a typo? Should it be an MSD 2500?

- Please confirm this unit is to be provided without a rotator. **All Shears are rotating**

The new Section M, Attachment A Price Table for Line #1, #2, #6 and #7 indicate multiple quantities of the same unit. Are all of the multiple quantities for each type of unit required to be onsite, fully assembled and functionally tested ready for work by 3/18/21 as required by the Schedule? **Only 1 of each in green are to be on site and operational by 3/18/21 the others are phase 2.**

- Or, is at least one of each type of the units required to be onsite, assembled, functionally tested, and ready for use by the 3/18/21 Schedule date? **Only 1 of each in green are to be on site and operational by 3/18/21 the others are phase 2**

The new Section M, Attachment A Price Pages provided in Addendum #1 show the Option #1 time period to be from May 29th, 2022 to March 28th, 2023 which equates to 12 months. However, the estimated number of months in the Table for Option Timeframe #1 only shows six (6) months.

- Is the Option Period #1 supposed to be 12 months, or six months?
- The same type of question applies to the Option Period #2, for different dates. Can you please clarify if Option #2 timeframe is for 12 months, or six months?
- If the Option #1, and Option #2 timeframe is only for six months, can you please clarify the dates for each of those option timeframes?

See Section M Attachment A REV3

- Attachment A indicates in numerous places that the desired attachment for various excavators is a Labounty 6500R. In discussions with Labounty we have learned that particular model does not exist. Can you clarify what attachment is desired?

7500R – See revised attachment A

Will FBP please consider allowing a “or-equal” or substitute option in lieu of the Dust Boss line? The following reasons explain why an “or-equal” may be suitable for the dust suppression equipment: **See revised equipment list Attachment A**

Markup on ODC’s, Materials and Supplies:

Are the vendors allowed to markup the other direct costs such as materials, supplies, spare parts, etc.?

- If yes, will the percentage of markup be considered as part of the cost evaluation factors?
- Where should the percentage markup be shown on the pricing pages?
- Or, will the percentage markup be negotiated later after award to the selected vendor?

Any materials/supplies/spare parts for routine maintenance and minor repairs and mobilization/de-mobilization are included in CLIN-001 under the applicable pay items. All priced labor and equipment rates in CLIN-002 should be fully burdened to include any markups. Any non-routine repairs that require additional equipment/parts will be negotiated as a change order in accordance with Section B.5 Pricing for Changes.

Paragraph H.84 = Ordering, Subparagraph (b) state the following:

(d) Procedures for issuance of Request for Task Order/Modification to existing Task Order – Company will provide the Contractor/Supplier with a Request for Task Order/ Request for Proposal (and subsequent task order modifications(s)) shall include –

- *Equipment request, period of performance – rental/lease term, and request for associated purchase price/residual value.*
- *Establishment of equipment rental/lease buyout options: requirements:*
 - *At time of rental/lease initiation.*
 - *At the point of time when monthly rental/lease term equal the purchase/residual price proposed by the Contractor/Supplier.*
 - *Beyond the point of time when the rental/lease term exceeds the purchase/residual price proposed by the Contractor/supplier (Note: when the purchase/residual price is fully absorbed through rental/lease term payments Company shall be entitled to buy the rental/lease equipment for \$1.00.)*

Based on the Solicitation statements above, it appears the intention of this requirement is to allow FBP to purchase/acquire the piece of equipment when the accumulated monthly rental rate equals the residual price for that particular item. If this interpretation is correct, then the following math example should be correct:

$$\begin{aligned} \text{Residual Price} &= \$100,000. \text{ Total} \\ \text{Monthly Rental Price} &= \$10,000. / \text{Month} \\ \text{Monthly Rental } \$10,000./\text{month} \times 10 \text{ months} &= \$100,000. \end{aligned}$$

Therefore, FBP reserves the right to purchase the piece of equipment for \$1.00 when the rental lease payments equal or exceed the residual price of the piece of equipment.

The overall example is correct if you are applying 100% of the monthly lease/rental rate towards the established purchase price. Actual Lease/Buyout and Amortization terms will be negotiated at the equipment rental/lease "unit" level and at the time of task order release issuance. Should any amortized value meet or exceed the residual equipment value, FBP reserves the right to purchase the piece of equipment for \$1.00. Should FBP elect to purchase the equipment, vendor agrees to provide ongoing maintenance on a Time and Material basis under CLIN-002. Note: any result in buyout will negate the need for de-mob cost.