

5-15-07

Haul and Install Questions

1. How many Modular Homes are involved in the RFP for Haul and Install? **Response:** 4,500.
2. There are three base bids with alternates, will there be multiple contracts awarded regarding this RFP? Page 7 section 16.7 **Response:** The intent is to have one contractor.
3. How does the bidding contractor determine the amount for the required bonds?
Response: Base the amount on the estimated value of the 4,500 units plus the value of this contract. The value of the 4,500 units can be listed as a total of:
\$155,000,000.
4. Will each of the items listed on page 14 section 42 under the proposed scope of work be addressed as additional items on the cost proposal? **Response;** No.
5. Will MEMA provide the manufacturers' installation manuals to the bidders prior to the award of this RFP? **Response:** No. The current manufacturer is Forest River of Elkhart, IN.
6. How will insurance for the required staging area be administered when the bidder does not own the property or the modular units? Page 13 section 30 **Response:** According to the specifications.
7. Why is the base bids not rated at the 150 mph wind requirement that the units are manufactured for? Page 48 section 1.4 **Response:** The bid that is awarded will comply with applicable rules and regulations. However, it is requested that foundation/installation prices be provided for each category. This is a pilot project and other projects in the future may have different manufactured design loadings and a determination of the differential cost of the various foundations is a part of this project.
8. Could another form regarding payment be used other than the AIA construction form? Also will a pricing addendum be submitted listing potential issues which may occur during installation? Page 34 section 9.3 **Responses:** No; No.
9. After the contract award, could the contractor be subject to a complete change order procedure regarding the scope of work, thus limiting the contractor's profit margin to a maximum amount of 20%? Page 33 section 7.2 **Response:** Not applicable.
10. Does the contractor guaranty all work for one (1) year from the date of owner's acceptance or ninety (90) days from the owner's acceptance? Page 46 section 1.03 F and Page 49 section 1.8 **Response:** One (1) year.
11. How can the contractor provide a realistic Modular Home installation completion schedule when details pertaining to the installation are not defined? Page 49 section 1.7 **Response:** No response.
12. Will the contractor be reimbursed for maintaining a constant state of readiness in order to meet MEMA's mission and objectives? Page 49 section 2.0.2 **Response:** As required to meet the obligations of this contract.
13. Will the contractor be reimbursed for the site inspection portion of the scope of work? Page 49 section 2.0.4 **Response:** The site inspection performed by the contractor shall be a part of the Unit Cost of the Modular units.
14. Will the contractor be reimbursed for the coordination and follow up efforts with FEMA on the removal of existing units from said property? Page 50 section 2.1.4 **Response:** No.
15. Will office space and computer access be available for the required liaison in the Gulfport office? Page 50 section 2.3 **Response:** One office space is provided. There is computer access available for this office.
16. Is 4" PVC pipe required for sewer connections or 3" PVC pipe? Page 52 section 2.6.5 and Page 54 section 3.7.5.2 **Response:** 3" pipe with required adapters for connecting to existing sewer system.
17. Does the delivery route to each site for unit installation have to be submitted to a

MEMA representative for review? Page 52 section 2.8.2 Response; The contractor is responsible for the delivery of the units from the staging area to the site and is not a responsibility of MEMA regardless of the route taken.

18. In the Park Model design RFP were the units designed to 2000 psf soil bearing characteristic? Addendum #2 - Park Model 999-71 RFP - Page 79 item 113 Response: The foundation design shall be based on a soil bearing pressure of 1,200 psf.
19. Does each site have to be soil tested or can the installation standard be set to the 1200 psf soil rating? Page 48 section 1.4 Response: See 18 above.
20. If the staked area on a site is non-feasible, can the contractor move the stakes to a feasible location? Page 53 section 3. 1.3 Response: No. Any changes in location shall be authorized and approved by the MEMA representative and other applicable regulatory authority.
21. Does the contractor remove detachable hitches from units as stated on page 53 paragraph 3.2? Page 53 section 3.2 Response; Detachable hitches removed as required to install platforms/steps shall be stored under the modular unit and remain with the unit.

22.

23. Paragraph 3.3 on page 53 states installation should be completed within 3 days of the verified removal of the existing FEMA unit. Should this statement read that the unit installation shall be completed after the site preparation has been completed?

[Response: No.](#)

24. Does the contractor follow engineered manufactures' installation specifications in regards to the maximum height requirement for the unit installation? Page 53 section 3.4.2 [Response: Yes. The Minimum height requirement is listed in the specifications.](#)
25. Will the park model units have a plug in cord as stated in the manufacturers' design RFP for park models or will the units have to be direct wired to the main panel box? Addendmn #2 - Park Model 999-71 RFP - Page 28 section 6 [Response: No. The wiring is direct as listed in the specifications for the manufacture of the units and these haul-install specifications.](#)
26. Regarding the steps, can the porch be considered a platform when addressing the need for steps on the units? Page 55 section 3.8.1 [Response: For front steps only, rear steps require platforms.](#)
27. Will the contractor be reimbursed for the grading of the foundation site pad to divert water from under the installed units? Page 56 section 3.10.3 [Response: No. Prices shall be included in unit price for modular unit haul-install.](#)

Insurance for open lot on staging area - Reduction of staging area units will help with cost

Alternative Housing
Haul – Install RFP
Questions
May 16, 2007

1. If the Haul install contractor is a licensed Mississippi Installer for modular or manufactured housing will be allowed to be certified by the manufactures of the units for all of his sub-contracting installers if he can verify that all of his sub-contractors are licensed Mississippi Installers? This will save both time and money if you don't require certification for each and every man that touches the unit and ultimately the Haul-install contractor is responsible for each units installation. [Response: This question was answered at the Pre-Bid- Our contract will be with the Haul-Install Contractor: That contractor is responsible for all parties that work as sub-contractors or suppliers. However, the sub contractors must be qualified to do the work which they are tasked with accomplishing. Otherwise, the MEMA, Fire Marshal or local Jurisdiction has the right to request that they be removed from the job.](#)

2. What will constitute damage to a unit received at the staging area? Almost 100% of these units will have minor sheet rock cracks from transport. If this is considered damage the staging area will become bogged down making minor repairs that can be done at the installation site. If repaired at the staging area they will re-appear when the unit is moved to the site. It will only make sense to repair them once. [Response: The manufacturer is to be released at the Staging area for the condition of the unit. If there is damage prior to acceptance from the Manufacturer by MEMA, it will be corrected and the Responsibility for the unit will be transferred to the Haul-Install Contractor at the Acceptance of the unit by the State from MEMA. This is documented in the specification Addendum.](#)

3. Why do we need a 1 year warranty on the foundation? The only warranty you could give is on the unit level, which will be re-inspected in 90 days. Any settling will occur in that time period. There are no moving or working materials in the foundation that could go bad or be defective. It will be hard to price unless you spell out what is wanted in the warranty. Occupant tampering or altering to the foundation can occur and does from time to time it would be impossible to warrant the issues. [Response: The foundation work and other Haul-Install work items are to be warranted for a period of one \(1\) year from date of acceptance RFO by the designated MEMA representative.](#)

4. Can we use 3” PVC sewer pipe instead of 4” as this is the industry standard?
Response: Yes, it is clarified in Addendum No. 1. Adapters required to connect to the existing sewer system is also required whether it is 3” or 4”.
5. In the site inspection process with the MEMA representative and Haul- Install contractor if the soil is to be determined unfit or the site has other problems determined by the Haul- install contractor. Does the installer have the right fail the site or refuse delivery to that site based on his inspection?
Response: That decision will be made by the MEMA designated representative. If there is a discrepancy between the MEMA representative and the Haul-Install Contractor, there is an appeal process. However, if the determination is made that the site is suitable, the liquidated damages, or other penalties allowable will be assessed against the Haul-Install contractor.
6. Will the wheels and Axles be left on the home?
Response: Yes. The Tongues may have to be removed for the porch/steps to be secured in such case the tongue shall be removed and stored with the modular unit.
7. If according to the manufactures installation manual or engineer, that leaving the wheels and axles on the unit will compromise the installation foundation, void the warranty of the unit or cause foundation failure, will the Haul- Install contractor be held responsible?
Response: This will be at the discretion of the Manufacturer’s Installation Instructions and if this is a location concern with the contractor’s engineer, the engineer can relocate a foundation pad sufficient to compensate for the location of the wheels and axles.
8. If the local jurisdiction requires that the installation foundation that the manufacturer has designed for the unit to be altered and if foundation failure occurs in the future, will the Haul – Install contractor be held responsible?
Response: Yes.
9. Will the Manufacturers be required to keep a service person in the area or a supply of parts and components for their units in the event there is damage that needs to be repaired in a timely manor?
Response: No.
10. Why are the units built to Wind Zone 3 and the installation bid requested at Wind Zone 2? This will not save any significant money in installation. This would also put the installer in direct violation of federal law by installing a unit to a lesser standard than it was built.
Response: You are requested to bid as required on the bid/proposal form.
11. Who will provide training for the MEMA installation inspectors? I am assuming they will be using people that may have never seen this type of work.
Response: This is irrelevant to the bid. They will be properly trained.

12. When will get manufactures foundation footprint for each unit? This is crucial in giving a competitive price in the bid, which in the end will save money.
Response: We will provide a “sample” foundation layout for pricing purposes in an addendum.
13. According to the RFP the unit can be set to Wind Zone 3 or 2003 IRC 150 MPH, 3 second gust, is this correct? Response: Mr. Tompos to answer.

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FACSIMILE TRANSMITTAL SHEET

TO:
Mr. David Anderson

Colin D. Stoner

COMPANY:
Department of Finance &
Administration, Bureau of Building

COMPANY:
MLU Services, Inc.

FAX NUMBER:
COVER:

TOTAL NO. OF PAGES INCLUDING

(601) 359 2470
OFFICE NUMBER:

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PHONE NUMBER/ FAX NUMBER:
706-369-7300/706-425-0300

RE:
Solicitation 999-73

DATE:
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FROM:

URGENT ~REVIEW ~ASE COI\IMENT PLEASE REPLY RECYCLE

MLU

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May 16, 2007

SENT VIA FACSIMILE TO 601 359 2470:

David Anderson
Department of Finance &
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1401 Suite B, Woolfolk. Building
501 N orth West Street
Jackson, Mississippi 39201

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Re: Questions regarding Solicitation #999-7a

The following is a list of MLU Services, Inco's initial questions regarding Solicitation Number 999-73:

- L In section 16,1.1 of the General Conditions it states ((Failure to examine any drawings, specifications, and instruction will be at bidder's risk." With that being said, is the State of Mississippi going to provide any and all specifications from the manufacLurer [or all units covered in the RFP [or Haul & Install operalions? [Response: The manufacturer's Sample foundation and manufacturer's Instructions Information will be provided to this vendor once the Manufacturers are all decided.](#)
 - 1. Will the manufacturers' installalion specifications be provided before the submission of proposals? [Response: No.](#)
 - 2. Have all manufacturers of the alternative housing units been selected? If not, 'will the submission of proposals be extended on the Haul & Install so that potential bidders can receive the manufacturers' specifications and installation instructions to prepare accurate cost estimates for the proposal? [Responses: No; No.](#)
- 2. Will each installation site have to be certified by an engineer? [Response: This site will be approved by the MEMA Designee. The successful vendor will have the opportunity and is encouraged to accompany the MEMA designee to the site for review.](#)
- 3. At the pre-bid conference there was mention that the bond will be reduced Once the Haul & Install portion of the contract has been complete ;:md only maintenance need be performed. Is thns still going to be the case? Will this be included in following Addendums to the RFP [Response: The Bond can be reduced to the 5% warranty bond for the one year of warranty once the Haul-Install portion has been completed.](#)
- 4. Will additional CLIN's be added to cover miscellaneous items (i.e. power poles, excavation, utilities, routine mainlenance, staging, staging maintenance, warranly maintenance, etc.)? [Response: No.](#)

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5. In Section 01650 "Inspections" it states that an inspection will be done at the manufacturing facility as well as at the staging yard, and that the manufacturer or the haul-install contractor will be responsible for correcting any defects prior to installation. If the haul-install contractor is the one fixing the defects, will the State be reimbursing the contractor for the repairs or will they have to submit invoices and work orders to the manufacturers for reimbursement? If so, have the manufacturers been so advised? [Response: The Manufacturer will correct defects at the Staging area prior to the State \(MEMA\) accepting the unit and the Haul-Install Contractor accepting responsibility for the unit. After this occurs, the defects occurring from the Haul-Install operations will be the responsibility of the Haul-Install Contractor to repair.](#)
6. Will the haul-install contractor be liable for any warranty maintenance beyond the stated 90 days from Ready For Occupancy? [Response: Yes, the warranty period is one \(1\) year from RFO acceptance by the MEMA representative.](#)
7. In Section 2.6.5 of the Haul & Install Requirements 4" PVC sewer pipe is called for, However, in Section 3.7.5.2 of the Setup and Installation the requirement calls for 3" ABS or PVC pipe for the sewer line connection. Which is going to be the prevailing requirement on the contract. [Response: See addendum. The 3" PVC is required together with required adapters to connect to existing sewer system.](#)
8. Haul - Install Technical Requirements: (pA8)
 1. If there are (3) different units, will each require one set of anchors or will there be just one type of anchor needed for all three? [Response: This is dependent upon Manufacturer's requirements and/or Engineered system requirements that must be approved by the State Fire Marshal's Office and other regulatory authorities.](#)
 2. And what about stabilizer plates for the anchors? [Response. See 8.1 above for answer.](#)

9. 3.0 SETUP & INSTALLATION

1. 3.1.2 Will the contractor be responsible for the soil bearing test or will PBS&J be responsible? [Response: PBS & J.](#)
 2. 3.1.3 What if the location is not feasible for a (unit)? Is this determined by MEMA or is this determined by MEMA and the contractor together [Response: This is determined by MEMA, but the Contractor can question a site and there is an appeal procedure. However, if it is determined that the site is satisfactory, the contractor can still be assessed liquidated damages and other costs by his/her not using the site at the time scheduled by MEMA for the installation of the unit on the site.](#)
 3. 3.3 Will there be guidelines for problems that pop up where a unit may not be set in the 72 hour time frame, such as problems not the fault of contractor? [Response: PBS & J to respond.](#)
 1. 3.8.1 Are there other options for steps other than wood construction? [Response: No.](#)
10. Where are the displaced tenants going to be housed while we are installing their new dwelling? [Response; MEMA to respond.](#)
 11. How will the storage of tenant's property be handled? [Response: MEMA to respond.](#)

12. Can we do the deactivation? The reason for this is that it is going to be hard to correlate the deactivation of the existing unit and the installation of the new unit if done by different contractors.

Response: The deactivation is being accomplished thru FEMA. It would be up to this contractor to work with FEMA toward that goal.

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1 a. What is the weight size and dimensions of the FEMA Cottages?

Response: The sizes of the various cottages can be located on the NTA website. The approximate weights Could be acquired from NTA.

14. Regarding the Mississippi insurance agent requirement:

1. Can the non-resident agent (which also requires a license and approval by the state) be used as a replacement? Response: No.
2. Can the State waive that provision ... 16.1 6.1 on page :9 says owner reserves right to waive a technicality if in best interest of state. Response: This is not considered a technicality.

15. Regarding insuring the trailers at the staging area:

1. It will be very difficult and very expensive to get insurance on these modular homes, can the state be responsible for them? Response: No.
2. Does "force majeure" come into play here? Since the contractor is not responsible for any delays that are caused by act of God, is the contractor be responsible for the state's property that is destroyed by an act of God? Response: The contractor is responsible. E.g. If we have a hurricane and there are units damaged at the staging area, the contractor will be responsible for replacement of the units. This will be covered with your insurance.

16. Regarding the Owners and Contractors Protective Policy (OCP):

1. The purpose of buying an OCP is to guarantee the owner that liability won't be used up on claims not associated with this particular job, Can this be waived if the Contractor has limits that exceed the required amount? Response: No.

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17. Paragraph 11 Public Records. If a respondent believes that its response contains information that should not be public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from, the public records law, including the specific statutory citation for such exemption.

Paragraph 28 Ownership of Material Public Records, All materials submitted by prospective contractors responding to this RFP will become the property of MEMA, Any material submitted in response to RFP will become a public document, including material that a proposer may consider a trade secret or otherwise confidential. Any claim of confidentiality is waived upon submission,

These two paragraphs are from the same section and appear contradictory':

1. How will these items be treated? [Response: The items that are not a material part of this proposal, and not required by other parties to affirm the validity of the contract components, or required to coordinate this contract with other contracts for this overall project, will remain confidential inasmuch as allowed by the laws of the State.](#)
 2. If we take a portion of our proposal out and put it in a separate file, we will not be able to comply with the technical formatting requirements that items be tabbed etc. 'Will the State waive formatting requirements to segregate matter the respondent believes should not be public? [Response: If the items are properly tabbed and so noted that they are included in the same binder in a separate envelope and said envelope is included as a part of the submittal, the material can be separated.](#)
 3. Since the contractor is responsible for insuring the MH when they are in the staging area up to the time they are RFO'd, should this be billed as a separate line item in the proposal or should it be included in the overall cost? [Response: This shall be included in either one of two places in the pricing provided: The Operation and Management of the Staging area, or in the Unit price of the Modular Homes/Units.](#)
19. When will the performance bond be posted or released? [Response: The Performance and Payment bond shall be posted concurrently with and as a part of the "Contract Documents". This bond will be released upon RFO acceptance of the final modular home/unit that is RFO'd under this contract.](#)
20. In provision #42 the words "maintenance" and "upkeep" are mentioned, over what period will the contractor be responsible for maintenance and upkeep? 'While in his custody during staging and installation or over a longer period? If longer how long? [Response: The routine maintenance and upkeep of the unit is not the responsibility of this contractor. Items that are damaged, or become damaged which are caused by the operations of this contractor in performing the work of this contract are the responsibility of this contractor. The warranty period is for one \(1\) year after RFO acceptance by the MEMA representative.](#)
- 21, Being a competitively bid line item project, why is a project. income statement required to be submitted? Can this be waived? [Response: The contractor's income statement is required. The income statement specifically for this project is not required. No.](#)

22. How specific does the sub-contractors commitment letter have to be:) Can it be a general statement such as "Sub-contractor is committed to perform services relating to Solicitation # 999-73 as set forth in this proposal or does it have to be specific to the type of intended work e.g. security, installer etc.?

Response: The commitment needs to list the general work that is to be provided by the subcontractor. E.g. mechanical; electrical,

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23. Pricing - Contract line Items (CLIS) - the Solicitation request, > base bids for different models, but does not specify what the base bid includes. An installation may or may not require a variety of items that significantly change the cost of the haul and install. Without line items Or a not to exceed percentage of each item, bids will not be reflective of actual costs and best value will be difficult to provide to Mississippi. Among these items that may be required for installation, but not all inclusive are:

1. Permitting and Inspection Fees
2. Delivery of Park Model to site greater than 50 miles-per mile
3. Delivery of Cottage – Model B to site greater than 50 miles-per mile
4. Delivery of Cottage - Model 1 C to site greater than 50 miles- per mile
5. Difficult Site - Heavy Equip required for positioning - per hour
6. Fill Propane Tanks
7. Burial of Sewer Lines
8. Power Pole with Meter Loop g.
Skirting
10. Miscellaneous installation Work - per hour
11. Can you provide what base bid includes, or will CLINS for items including above be bid separately? [Response: See specifications and addenda. Separate line items are included in the specifications that are intended. Other items shall be included in the Unit Pricing per Modular home/unit, or either the staging item or other applicable item as listed.](#)

24. Steps and Ramps - the pricing between required Steps, Platforms and Ramps (3.8.1) is significant. If stairs, platform stairs &/01' ramps are to be included in installation Base Bid, can a. not to exceed percentage for each be provided!) [Response: Include in base bid for each unit. The height of steps required may vary.](#)

25. Installation - The Solicitation requires installation in accord with Manufacturer Installation Instructions, Are those instructions available for review? [Response: The one manufacturer that has a contract has installation instructions that can be reviewed. The current manufacturer of the Park Model is Forest River of Elkhart, IN.](#)

26. Right of Entry: Will existing FEMA Right of Entries carry over to this project? If not, who is responsible for obtaining and retaining ROE? [Response: To be provided by MEMA.](#)

27, Modular Weight - Arc the estimated weight of the Park Model and the Cottage available to determine the type vehicles required for hauling?
[Response: To be provided by Tompos.](#)

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- .28. Time Frame for Haul & InsLall ~ In Section 3 H. - Liquidated Damages. It is stated that Modular Homes shall be set in place and operational (RFO) within three (3) work days after *order for placement of a Modular Home is.scheduJed*
1. Will permits and inspections he completed prior to the placement order! **Response: That is the intent.**
 2. Will there be a maximum/minimum for placement orders/installations per day!week!month?**Response: Provided by MEMA.**
29. Staging Area - Modular Supply. What is the expected supply chain of Modulares from the aggregate of Manufacturers? **Response: Total of 4,500 units over 20 weeks= 225 per week. However, this is only an estimated average.**
30. Coordination - A well coordinated operation could in most cases remove the current travel trailer (TT) and replace/install/RFO with a Modular in one day. Multiple contractor!; may make that unlikely,
1. Has consideration been given to having the Mississippi Haul & Install contractor deactivate the TT and, either place at curb [or the FEMA contractor, or deliver to, a FEMA staging area? **Response: To be provided by MEMA.**
 2. Who will he responsible for coordinating with occupants, storing belongings etc?: **Response: To be provided by MEMA.**
 3. Will other temporary housing be available for occupants if situations develop that require a more than one day installation? **Response: To be provided by MEMA.**
4. Bonding - It is unknown how many Modular units will be eventually installed and therefore what size bond to be provided. **Response: Bond is based upon 4,500 total units.**
1. Will a \$25 Million Bond be sufficient? **Response: No.**
 2. Will bond be completed after 90 day installation warranty period? **Response: The warranty period is one (1) year. The 100% bond is completed after acceptance of all units RFO by the MEMA representative. There is a 5% warranty bond required during the one year warranty period.**
32. Manufacturer Defects - Manufacturer defects discovered during RFO inspection will prevent completion of installation and timely lease-ins. Is there provision for repairing defects expeditiously? **Response: Manufacturer defects will be repaired at the Staging Site prior to the Hauling of this unit. Upon acceptance of the unit at the staging area by this contractor, the manufacturer defects will not be coordinated as a part of this contract under the base bid. Said coordination will be with the MEMA representative.**

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33. Flood Plain Issues - Who is responsible for determining flood plain issues?

WJ 008/008

1. Will Modulares need to be raised to BFE or is Current TT installation height sufficient? **Response: The ABFE is not required, but the minimum and maximum installation heights are specified.**
2. Who is responsible for obtaining any permits and/or dealing with the Army Corps of Engineers for flood plain issues? **Response: It is not the responsibility of this contractor.**