

**RFP 35-09, Relocatable, Modular Classrooms**  
**Vendor Questions and Answers**  
**September 10, 2009**

#	Vendor (contact & company)	Subject	Question	Response
1.	Ryan Lavell, ModSpace	Liquidated Damages	Please clarify the per day charge terms of liquidated damages clause 15.1. Currently there are unspecified liquidated damages.	This will be determined through contract negotiations.
2.	Ryan Lavell, ModSpace	General	Please provide the number of doublewides and singlewides at each site that the winning bidder will be required to move.	Reference Addendum #1
3.	Ryan Lavell, ModSpace	Schedules	Please provide the number of doublewides and singlewides at each site that the winning bidder will be required to demolish.	Reference Addendum #1 Updated to include double-wide and single-wide notifications.
4.	Ryan Lavell, ModSpace	Relocation	We understand that some of the classrooms that will be removed from each school site may require transport and set up at a new location. However to accurately price this RFP please provide the central location for the classrooms that are to be removed.	<b>2. General Scope of Work/Services including Performance Expectations.</b> <i>Existing portables located where new portable complexes are to be located only need to be relocated on current site, ready for hauling and out of the way of installation of the new portable complex.</i> <b>2.4.2 Relocation of Modular Units</b> <i>Portable units purchased as a result of RFP 35-09 may need to be relocated from time to time. We are not able to predict the extent of those relocations at this time.</i>
5.	Ryan Lavell, ModSpace		Because there is a difference in the cost to remove a doublewide modular from a singlewide modular, can CCSD add a line item to the pricing page for dismantle of a classroom doublewide?	Yes
6.	Ryan Lavell, ModSpace		Because there is a difference in the cost to remove a doublewide modular from a singlewide modular, can CCSD add a line item to the pricing page for dismantle of a classroom singlewide?	Yes
7.	Ryan Lavell, ModSpace		Please confirm that any classrooms that are to be moved will only require foundations of dry stack CMU block on ABS pads or 4" concrete pads with standard anchoring	Classrooms will require a 4" concrete pad with dry stack CMU block on top for leveling purposes. Anchoring will be as required by national, state, and local codes.

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8.	Ryan Lavell, ModSpace		What are the terms of finance lease option request?	If Vendors offer a lease to purchase option, this information should be provided with your RFP response.
9.	Ryan Lavell, ModSpace		Is it reasonable to expect that all sites will require complexes rather than individual classrooms? For bidding purposes, pricing for complexes will be different than individual classrooms.	As provided in 2.6 - Complexes are planned for the 8 school sites visited on August 25, 2009. Pricing is expected as listed on Attachment A of the Cost Proposal Form on the tab (sheet) identified as <i>Complexes</i> . Please provide related cost to CCSD for <i>Stand Alone</i> units on the appropriate sheet also identified in Attachment A.
10.	Ryan Lavell, ModSpace		Please clarify the tentative project schedule regarding which school sites will be 2010 Summer, 2010 School Year, 2011 Summer and 2011 School Year.	Please reference Addendum #1 – Revised 9/4/2009
11.	Ryan Lavell, ModSpace		Will CCSD require construction fences at all School Year projects?	Yes
12.	Ryan Lavell, ModSpace		Will CCSD require construction fences at all Summer projects?	No, unless summer school is scheduled for that site. Summer school schedules are not available until Spring prior to Summer School.
13.	Ryan Lavell, ModSpace		Please clarify who is responsible for Site Clearing; to what extent the sites will be cleared? For examples some sites have electrical poles or trees that will have to be removed after the existing modular classrooms are removed or demolished. Other sites may require grubbing, grading and stone. If these items are to be the winning contractor's responsibility, can CCSD add a line item to the pricing page for site clearing?	Defined in 2.1.3 & 2.3.11  An Additional Line of Pricing (Site Clearing) will be added to the revised Cost Proposal Form (Attachment A) – 9/4/2009.
14.	Ryan Lavell, ModSpace	Clarification	The modular complexes require intercom, fire alarm, security and data/communications. Will CCSD accept the responsibility to make final tie in of these systems to the existing per site? Reason – the existing systems are unknown at each site and may require special considerations per site.	Reference Addendum #3

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15.	Ryan Lavell, ModSpace	Bid Bonds	We are being asked to submit a bid bond with our proposal. Since our pricing is based on our being awarded all of the various projects over the course of perhaps a few years, and since all of these projects may not be awarded to a single proposer or because CCSD reserves the right to pick and choose parts of the projects, what is the value in terms of dollars of the bid bond that we submit with our proposal? The School District will not be committing a specific dollar amount, therefore we do not understand how a bid bond can apply. Please clarify.	The Bid Bond needs to be only based on the 8 complexes outlined in this RFP 35-09 and should be for the total cost proposed.
16.	Ryan Lavell, ModSpace	Performance Bond	The same problem exists with the terms for a performance bond if awarded. How long does CCSD hold the performance bond? Because this RFP is for guaranteed pricing for one year and because the costs may change in future years, what happens if the first year vendor cannot deliver a unit 2 years down the road?	Unlike the bid bonds, the performance and payment bonds do not have to be submitted with the proposal. They will not be submitted until after a notice of intent to award is made and prior to final contract execution. Thus the amount(s) of the performance and payment bonds will be based on the amount of work to be awarded to each (or only one) vendor. The terms for negotiation of a reduction of the bond could be handled with the final contract.
17.	Ryan Lavell, ModSpace		There are few sites that will require a fire truck access road. This road will require approval prior to project acceptance by the building departments. Because the length and design of this road may be variable can you add a line item to the pricing page per 100' of fire access road?	Yes. Reference Cost Proposal Form – Attachment A – Revised 9/4/2009
18.	Ryan Lavell, ModSpace		Because the final distance for ground install utilities is unknown or can only be finalized without approved construction drawings, can CCSD add line items to the pricing page for line footage pricing of sewer line, water line, fire line (if required), backflow installation, etc?	Provided in updated Cost Proposal Form – Attachment A.
19.	Ryan Lavell, ModSpace		Please clarify whether the modular buildings for this bid are completely non-combustible. Reason: Sticking with non-combustible buildings changes the sprinkler requirements for this project.	Modular buildings are to be constructed entirely of FIRE RESISTANT materials. State Dept. of Education rules require permanent classrooms to be non-combustible.
20.	Ryan Lavell, ModSpace		Please clarify that the clear title will be provided for any buildings requiring demolition.	Board Agenda Item listing demolition portables approved by the Board of Education will be provided.

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21.	Ryan Lavell, ModSpace		Please confirm the CCSD is fee exempt from building permits	Yes in Cobb County. There may be review fees involved. Vendors will need to verify with all the cities in Cobb, except with Marietta.
22.	Ryan Lavell, ModSpace		Please confirm that if any impact fees are assessed by local jurisdictions these will be paid directly by CCSD	<b>2. General Scope of Work/Services including Performance Expectations.</b> “The specifications will include a “turn-key” combination of manufacturing/construction, site work to include appropriate foundation, transportation of the unit(s) to site, setting in place, assembly of new units, meeting all applicable codes, including but not limited to installation of ramps ,decks, railings, canopies, solid walkways, interior and exterior lighting fixtures, <b>fees, required permits</b> , and licensing. “
23.	Ryan Lavell, ModSpace		Please confirm that the awarded vendor will not be responsible for shoring existing utilities. For example if water supply, fire supply, sewer, or electric are not capable of supporting the new construction, additional work and costs will be incurred to complete construction.	Contractors will NOT be responsible for these types of issues.
24.	Ryan Lavell, ModSpace		What is the amount of money allocated under the SPLOST III for undesignated classrooms?	Please visit the website below; however, this initiative funds more than portables.  <a href="http://www.cobbk12.org/aboutccsd/splost/5B1_Addition&amp;Modification-Summary.pdf">http://www.cobbk12.org/aboutccsd/splost/5B1_Addition&amp;Modification-Summary.pdf</a>

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25.	Bep Phelps, SmartSpace	Starting Dates	<p>Can you please give advise on the starting date for the 8 schools.</p> <p>This is the information that I have:</p> <p>Brumby: November 2009  Clarkdale: summer 2010  Ford: during schoolyear (2009/2010) if vendor can pass existing units  Dowell: summer 2010  East Cobb: during schoolyear 2010/2011  Oakwood: during schoolyear 2010/2011 if complex is not too close to existing units  Milford: summer 2011  Harmony: during schoolyear 2010/2011</p> <p>Can you correct for each school where needed?</p>	Please review revised Demolition Schedule with priority information & schedule(Addendum #1 – Revised 9/4/2009)
26.	Bep Phelps, SmartSpace	Site Plan	Another question that we have is that the map for Clarkdale is a plot plan 1962, is that the only site plan that you have?	CCSD does not have a CAD Drawing available for Clarkdale.
27.	Bep Phelps, SmartSpace	Special Needs	<p><b>Special need</b>  Are there any special need classrooms needed for any of the locations?</p>	Yes, All should be handicap accessible.
28.	Gabe Dixon, Comark		Section 2.2.3 references Cobb County Amendments to the 2006 IBC. Where can I obtain a copy of these amendments?	<p style="text-align: center;"><b>Check:</b></p> <p style="text-align: center;"><a href="http://www.dca.state.ga.us/development/constructioncodes/programs/downloads/codespdf/IBC%202007.pdf">www.dca.state.ga.us/development/constructioncodes/programs/downloads/codespdf/IBC%202007.pdf</a></p>
29.	Gabe Dixon, Comark		Section 3.1.9.3 states wall material for interior walls is to be 5/8" FRP. FRP is only 0.090" thick. Are we to assume this is to mean FRP over 5/8" gypsum?	FRP

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30.	Gabe Dixon, Comark		Section 3.1.9.1 states wall material for interior walls is to allow for staples, push pins, thumb tacks and hot glue. This is in conflict with section 3.1.9.3; FRP does not allow for staples, push pins or thumb tacks. Please clarify the preference for interior wall covering.	FRP
31.	Gabe Dixon, Comark		Section 3.1.10.3 states windows are to be Low E safety glass. Safety glass is not required by code in this application and is considerably more expensive; is this the preference?	Yes.
32.	Gabe Dixon, Comark		Section 3.3.1 states Fisheye viewers should be provided if windows are not located to permit people inside the classrooms to see people outside the classroom. Please explain what Fisheye viewers are.	A peep hole.
33.	Gabe Dixon, Comark		Please clarify section 5.8: Does the lighting level need to be 70 or 50 foot candles?	Classrooms should be 70 ft. candles.
34.	Gabe Dixon, Comark		Section 5.9 states interior lights shall be secured to structure of portable classroom with jack chain fastened to opposite corners of the fixture. Normal application is that lights are clipped to the grid, per seismic codes, and the grid is fastened to the structure. Is this an acceptable alternative?	No, must provide chain supports.
35.	Gabe Dixon, Comark		Section 5.19 states each restroom is to have an exhaust fan with a minimum of 600CFM. Code requires 75CFM per flushable fixture which would mean a single use restroom would have a 75CFM fan and a multi-use restroom (with 4 toilets or 2 toilets and 2 urinals) would have a 300CFM fan. Using a 600CFM appears excessive and does not add any value to the user. Will the code requirement suffice?	Preference is 600 CFM.
36.	Gabe Dixon, Comark		How many data outlets will be required per classroom?	Reference Technology 12.5 (Special Terms & Conditions) in the RFP.
37.	Gabe Dixon, Comark		Are there soil boring data and/or geotechnical reports available for the sites so we can determine the most cost effective foundation plan and the seismic requirements?	No.

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38.	Gabe Dixon, Comark		Is the use of lightweight poured concrete a requirement or would another non-combustible product, such as FORTACRETE structural panels, be acceptable?	Preference is the lightweight poured concrete.
39.	Gabe Dixon, Comark		What code definition of non-combustible is required to be met? IBC, ASTM, etc.	<i>"Non-combustible definition will be in accordance with IBC codes and any Georgia's amendments."</i>
40.	Gabe Dixon, Comark		If the building meets the code definition of non-combustible will a fire sprinkler still be required?	Yes.
41.	Troy Johnson, Proteus		<u>General Terms &amp; conditions</u> Are all materials going to be exempt from state sales tax? Section 10.9 says they are exempt and section 17 says vendor will pay all taxes. Please clarify.	<u>Purchases by the CCSD are not subject to Federal Excise Tax or State and Local Sales Tax.</u> Tax Exemption Certificates will be furnished upon request. Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract
42.	Troy Johnson, Proteus		Under section 13, Invoicing, it indicates that payment will be made after final delivery and acceptance. Are there any interim payments or is there only one (1) payment?	Pending negotiations with awarded vendor
43.	Troy Johnson, Proteus		Special Terms & conditions Section 2.7 indicates that the agreement shall be for an initial term of one (1) year and that a 100% payment and performance bond is required.	Unlike the bid bonds, the performance and payment bonds do not have to be submitted with the proposal. They will not be submitted until after a notice of intent to award is made and prior to final contract execution. Thus the amount(s) of the performance and payment bonds will be based on the amount of work to be awarded to each (or only one) vendor. The terms for negotiation of a reduction
44.	Troy Johnson, Proteus		Is the bond only for the initial term?	The Bid Bond needs to be only based on the 8 complexes outlined in this RFP 35-09 and should be for the total cost proposed.
45.	Troy Johnson, Proteus		What are the quantities of 3.1.16 Mounted boards & screens required per classroom?	One (1) 16 ft. marker boards One (1) 16 ft. tack board One (1) 6 ft. projection screen
46.	Troy Johnson, Proteus		Section 3.3.2 - Will PA systems be required for all projects?	A PA system will not be required however; an intercom speaker and call back button will be required for each unit. These devices will require connection to the main intercom system in the schools front office. Reference Addendum 3.

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47.	Troy Johnson, Proteus		Section 4.4 calls for R40 insulation in the roof. Can the roof R value be less as long as the building envelope, as a whole, passes the energy code requirements?	Insulation of roof should be R40 rated.
48.	Andrew Redeker, Mobile Modular		Will CCSD accept rubber EPDM roofing instead of the 26 GA metal roof?	No.
49.	Andrew Redeker, Mobile Modular		5/8" RFP interior wall finish is shown throughout, is CCSD requiring for all interior walls to be finished in RFP, or is vinyl covered gypsum with a RFP overlay acceptable as an alternative?	Yes.
50.	Andrew Redeker, Mobile Modular		"One 250 watt Metal Halide 208 volt wall pack for each exterior wall". Is CCSD requiring one light for each exterior wall? Please clarify.	Yes, light fixture must be able to be removed and blanked off if not used.
51.	Andrew Redeker, Mobile Modular		Who is requiring fire sprinklers in the non combustible classrooms? Is it the local fire marshal or is it the school district?	Sprinklers are required.
52.	Andrew Redeker, Mobile Modular		The price sheet is asking for a price based on 250 lf for concrete, sewer, water, fire sprinkler, sidewalk awnings. Should we assume that electrical, low voltage and fire hydrants are the responsibility of the district and should not be included into the price?	Electrical and low voltage should be the responsibility of the awarded vendor. If a fire hydrant is needed per code, awarded vendor is responsible.
53.	Andrew Redeker, Mobile Modular		In section 2.5.1 and 2.5.2, would CCSD change this to "awarded vendor" to supply in order to spare the expense of preparing the proposal as you did in Addendum 3 -2.1.2?	"Awarded vendor" is acceptable. –
54.	Flinn Clarkson, ModSpace		Contractor will be able to furnish title to the buildings upon receipt of payment in full, versus upon acceptance by the CCSD. Is this acceptable?	This is acceptable.
55.	Flinn Clarkson, ModSpace		If the Contractor identifies hazardous or potentially hazardous substances during installation, would Contractor be entitled to immediately stop work until such time as CCSD can properly remediate and/or dispose of such conditions in accordance with local, state and federal regulations and be entitled to an appropriate extension of time necessary CCSD to fulfill its obligations related to such subsurface matters?	This will be handled on a case by case basis. Awarded vendor must provide written notification and recommendations on the best way to proceed. CCSD will develop a plan with the awarded vendor that minimizes the impact on the installation schedule while providing appropriate remediation

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56.	Flinn Clarkson, ModSpace		The Contractor will indemnify the CCSD against loss or liability to the extent where the cause or causes of said loss or liability are through the negligence of Contractor or its subcontractors, but not for those damages caused in whole or in part by an indemnitee's this acceptable?	<b>26.0 INDEMNIFICATION</b> language provided by our legal counsel – This question would need to be further discussed upon contract negotiations.
57.	Flinn Clarkson, ModSpace		Will the CCSD agree to indemnify the Contractor for the CCSD's negligence, sole or concurrent, while Contractor is performing the work on site?	<b>26.0 INDEMNIFICATION</b> language provided by our legal counsel – This question would need to be further discussed upon contract negotiations.
58.	Flinn Clarkson, ModSpace		Will the CCSD agree that Contractor's delivery of the equipment described in this proposal is subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstances beyond Contractor's control and that Contractor would be given an extension of time if an event of force majeure occurs?	The school still must open when scheduled. (Liquidated damages will be discussed through legal negotiations with the awarded vendor(s).
59.	Flinn Clarkson, ModSpace		The bid solicitation states that prices must remain firm for one year from the date of award. Since the CCSD may renew the contract for up to 4 additional years, does this mean that prices must remain firm for 5 years unless the CCSD, in its sole discretion, accepts requests for any price increases during that additional 4 year period?	Please reference <b>Escalation/De-Escalation Clause</b>  All prices offered shall be firm against any increase for <b>one (1) year</b> from the effective date of the contract. 30 days prior to renewal, CCSD may entertain a request for escalation in accordance with the most recently published <b>Producer Price Index</b> at the time of the request. For purposes of this section, <b>PPI Index 324110, Petroleum &amp; 331200, Steel as published by the United States Department of Labor, Bureau of Labor Statistics</b> will be the benchmark. CCSD reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for <b>365 days</b> from the date of the increase. This clause also enables CCSD to seek de-escalation.
60.	Flinn Clarkson, ModSpace		Because the exact location of each building is yet unknown, the distance required for electrical, intercom, fire alarm, security, access control and data/communications cannot be determined. Is the bidder to assume a standard distance from the source to the modular buildings for each system type (i.e. 100'), or will these items be handled via unit pricing?	Pricing spreadsheet reflects an estimate of 250 linear feet for cost comparison purposes. See Addendum 4.

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61.	Flinn Clarkson, ModSpace		What permits, if any, will be required for the relocation and demolition of the existing modular buildings indicated on Addendum #1, Revised 9/4/09?	At this time none are required for on-site relocation or demolition.
62.	Flinn Clarkson, ModSpace		Will the Modular Contractor be required to recertify the existing modular buildings to be relocated per Addendum #1, Revised 9/4/09, to ensure that they meet current codes?	The vendor is only required to move portables as identified in Addendum #1 out of construction area ready for transport off-site by another party.
63.	Flinn Clarkson, ModSpace		For the existing modular buildings being demolished, will CCSD be responsible for removing and capping utilities, electrical and low voltage systems?	This will be the responsibility of the awarded vendor.
64.	Flinn Clarkson, ModSpace		For the existing modular buildings being relocated, will CCSD be responsible for removing and relocating existing utilities, electrical and low voltage systems to the new location of the building?	The vendor is only required to move portables as identified in Addendum #1 out of construction area ready for transport off-site by another party.
65.	Flinn Clarkson, ModSpace		For the existing modular buildings being relocated, will CCSD be responsible for site restoration at the location of the removed modular building?	This will be the responsibility of the awarded vendor.
66.	Flinn Clarkson, ModSpace		For the existing buildings being relocated and demolished, will CCSD be responsible for identifying and abating hazardous materials?	This will be the responsibility of the awarded vendor.
67.	Flinn Clarkson, ModSpace		Please provide as much information as possible about the existing modular buildings to be relocated. This information should include, but is not limited to:	<b>CCSD does not have any additional information at this time.</b>
68.	Flinn Clarkson, ModSpace		Year each building was built/manufactured.	<b>CCSD does not have any additional information at this time.</b>
69.	Flinn Clarkson, ModSpace		Name of manufacturer for each building.	<b>CCSD does not have any additional information at this time.</b>
70.	Flinn Clarkson, ModSpace		Manufacturer's drawings for each building, if available.	<b>CCSD does not have any additional information at this time.</b>
71.	Flinn Clarkson, ModSpace		Foundation system type and foundation drawings for each building, if available.	<b>CCSD does not have any additional information at this time.</b>

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72.	Flinn Clarkson, ModSpace		Deck, step, and ramp drawings, including foundations.	<b>CCSD does not have any additional information at this time.</b>
73.	Flinn Clarkson, ModSpace		Indicate to what extent the existing sidewalks are to be removed.	There are no existing sidewalks to be removed.
74.	Flinn Clarkson, ModSpace		If additional Addenda are issued and/or revised, will bidders be permitted to submit questions regarding these changes?	All Vendor Questions were accepted through 5:00 P.M. on Friday, September 4, 2009. No other questions will be accepted at this time.
75.	Flinn Clarkson, ModSpace		Confirm that the "Schedule" column and schedule notes on Addendum #1, Revised 9/4/09 only applies to the demolition and relocation of existing modular buildings, and not to the new modular buildings.	The "Schedule" <b>DOES</b> apply to the installation of the new modular buildings. Once the old portables are removed the new modular buildings must be in place prior to the opening of school.
76.	Flinn Clarkson, ModSpace		Regarding Addendum #3, Flooring Clarification, are all new modular buildings to have poured lightweight concrete as the finish floor surface? Confirm that VCT and/or carpet tiles are no longer acceptable.	VCT and/or carpet tiles would be placed over the flooring foundation.
77.	Flinn Clarkson, ModSpace		Regarding Addendum #3, Flooring Clarification, is any more information available on the desired lightweight concrete flooring, i.e. thickness, desired finish/texture, coloring, etc.	The lightweight concrete floors should be of sufficient thickness to support a full classroom of students and equipment. Given our classroom size is not fixed, this issue will have to be addressed by each Contractor's Architectural Engineer. As for the texture, smooth. As for coloring, that is a non-issue since the concrete will be covered by either CVT or carpet tiles.
78.	Flinn Clarkson, ModSpace		Referencing the Special Conditions, Item 9.22, the bidder is to provide access control system from the same manufacturer as the remainder of the school. Will CCSD provide the names of manufacturers and associated technical information on the access control systems at each school?	The Contractor will be responsible for matching all Access Control installation/relocation with a Schlage certified installer/programmer. Programming must match existing to protect integrity of the system. For a standard door layout: The reader is a Schlage SXF1100, Monitored door – WSM Wireless Status Point - Please reference Drawing H- Typical Door Layout
79.	Flinn Clarkson, ModSpace		Regarding the linear foot pricing for water, sewer, and fire sprinkler: should the linear foot pricing include excavation, bedding, backfill, and compaction? If so, to what depth should we assume excavation? Further, what type of ground condition should be assumed – i.e. dirt/grass, asphalt, concrete, etc?	Yes. Both depth and ground condition varies by site.

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80.	Flinn Clarkson, ModSpace		Regarding the linear foot pricing for water, sewer, and fire sprinkler: what size and type of piping for each system should be assumed?	Responding vendors should provide their recommended solutions based on site location and number of portables.
81.	Flinn Clarkson, ModSpace		Regarding the linear foot pricing for water, sewer, and fire sprinkler: confirm that these linear foot prices do not include tie-ins or connections.	They <b>Should</b> include tie-ins or connections.
82.	Flinn Clarkson, ModSpace		Because the exact location of each building is yet unknown, are bidders to assume that the unknown sites are level and accessible, ready to receive modular buildings, and that no grading, grubbing/clearing, leveling, cut, fill, dewatering, shoring, or site prep will be required by the bidder?	No such assumption can be made. Responders are welcome to return to the sites for further review as they are responsible for all these aspects of the installation.
83.	Flinn Clarkson, ModSpace		On what date will liquidated damages commence for 2010 projects? For 2011 projects?	See note in Addendum 1 revised 9/4/09 - Liquidated Damages will be spelled out in the Contract between CCSD and the awarded vendor(s).
84.	Flinn Clarkson, ModSpace		Regarding Attachment A, revised 9/4/09, there is a line item for site clearing. Is this intended to be a unit price? If so, what is the unit of measure? For sites that are TBD, what assumptions is the bidder to make regarding site clearing?	It is a per site pricing not per unit.
91.	Julie Duke, Spectrum		Financials- pg 7 please clarify that financials may be required upon the notice of award only. If unacceptable the vendor may be rejected. We are a privately held company and our financials are not for public knowledge.	Due to the liability and buy-in from Parents, Staff, and Administration CCSD must be assured that the awarded vendor(s) can meet the financial obligations of a project of this scope. Vendors will be asked to provide this information as support documentation.
92.	Julie Duke, Spectrum		Page 9, 10.8 states CCSD may deny requests for price changes due to the extenuating circumstances in the economy, market place or acts of God. Please state that no reasonable request may be denied.	This language was reviewed and approved by our legal counsel.
93.	Julie Duke, Spectrum		Page 12, 15.1 states unspecified Liquidated Damages- Vendor can agree only to such damages if they are stated in a firm amount per calendar/school day.	Language is provided by our legal counsel – This question would need to be further discussed upon contract negotiations.

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94.	Julie Duke, Spectrum		Page 12, 15.1 second paragraph states "CCSD may recover from the vendor as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages" or "can recover the difference between the market price of the goods at the time CCSD learned of the breach and the contract price of the goods, including any incidental and consequential damages. If CCSD has accepted non-conforming goods purchased under this solicitation, then vendor acknowledges and agrees that CCSD can recover the (insert word- difference between) value of the good promised by the vendor and the value of the non-confirming good provided." Vendor cannot agree to any incidental or consequential damages. This entire paragraph 15 would need to be revised. As it stands currently we would be unable to bid as it asks for many unusual damages and conditions. Liquidated damages are the only damages agreeable and only as stated in number 4. above.	Language is provided by our legal counsel – This question would need to be further discussed upon contract negotiations.
95.	Julie Duke, Spectrum		Page 11, 13.1 states accepted goods can be returned. Please delete this.	Language is provided by our legal counsel – Can not be deleted.
96.	Julie Duke, Spectrum		Page 15, 17.0 please clarify if the school is tax exempt or subject to local county and/or city taxes.	<u>Purchases by the CCSD are not subject to Federal Excise Tax or State and Local Sales Tax.</u> Tax Exemption Certificates will be furnished upon request. Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract
97.	Julie Duke, Spectrum		Page 29, 2.8 Escalation/De-Escalation Clause- please clarify that the request for price increase shall not be unreasonably withheld.	CCSD may entertain a request for escalation in accordance with the most recently published <b>Producer Price Index</b> at the time of the request. For purposes of this section, <b>PPI Index 324110, Petroleum &amp; 331200, Steel as published by the United States Department of Labor, Bureau of Labor Statistics</b> will be the benchmark. CCSD reserves the right to accept or reject the request for a price increase.
98.	Julie Duke, Spectrum		Please confirm that if only a portion of the items bid are selected for award that the vendor will have the opportunity to accept or reject a contract for a portion of the items without penalty.	Confirmed.

**RFP 35-09, Relocatable, Modular Classrooms**  
**Vendor Questions and Answers**  
**September 10, 2009**

#	Vendor (contact & company)	Subject	Question	Response
99.	Julie Duke, Spectrum		Pg. 24-Para. 2.2.2 – What is MOSHA Code?	Remove MOSHA Code – Reference Addendum #5
100.	Julie Duke, Spectrum		Pg. 27-Para. 2.4.1 – States that “Cobb County School District may request relocation of modular unit(s) periodically” How is the payment amount to the Contractor going to be determined?	Refer to Attachment A- Addendum 4.
101.	Julie Duke, Spectrum		Pg. 32-Para. 3.1.9 – States that the wall covering must allow for staples, push pins, thumbtacks, and hot glue. The wall covering specified, FRP, will not allow penetration of these items.	FRP is specified. Reference Addendum #5
102.	Julie Duke, Spectrum		Pg. 35-Para. 3.3.5 – Are we to supply the televisions, projectors, and screens.	Televisions – No Projectors – No Screens – Yes (see page 34 1.1.16.3)
103.	Julie Duke, Spectrum		Pg. 40-Para. 8 – Is the Intercom and Security Systems stand alone?	Security and Fire – Yes Intercom – No, but it is connected to main school intercom system.
104.	Julie Duke, Spectrum		Pg. 45-Para. 10.1 – States compliance with the CCSD Design Standards. Where can we obtain a copy of these standards?	CCSD Design standards were passed out at the Pre-Proposal Meeting on August 25, 2009. A copy is available in the Procurement Office – 770-429-5870
105.	Julie Duke, Spectrum		Are we responsible for removal/relocation of the existing playground equipment?	This will be handled by CCSD.
106.	Julie Duke, Spectrum		Is a new rock fire lane road required at each site?	A new fire lane may be added or upgraded per Fire Marshal. Please reference revised Cost Proposal Form – Attachment A, <a href="#">September 10, 2009</a> .
107.	Julie Duke, Spectrum		Who is responsible for the removal of existing trees in the way of the new modules?	See page 23 (Special Terms & Conditions) 2.1.3.2
108.	Julie Duke, Spectrum		Due to the (4) addendums already issued, and the quantity of questions that will most likely be in Addendum #5, we request that a (1) week extension of the bid date be granted.	At this time, proposals are scheduled to be received on September 21, 2009 @ 3:00 P.M.