



INVITATION FOR BID NUMBER AEPA IFB #010-D-PORTABLE/MODULAR BUILDINGS

PORTABLE AND MODULAR BUILDINGS

PART B – SPECIFICATIONS

TABLE OF CONTENTS

1. IFB Goal.....	1
2. IFB Intent	1
3. Scope of Bid	3
4. Type of Bid	3
5. Anticipated Member Agency Participation.....	5
6. Glossary of Terms.....	5
7. Special Terms & Conditions	5
8. Bid Requirements	12
9. Pricing Information	15
10. Manufacturer’s Floor Plans & Specifications by Region.....	21

1. IFB Goal

1.1 The general goal of this IFB is to establish multi-state purchasing contracts for qualified agencies of the participating AEPA agencies located in twenty-two member states. AEPA state organizations serve all levels of public educational institutions, governmental agencies and non-profit organizations that have been authorized to utilize AEPA contracts accepted and awarded by the individual state agency to assist their clients in developing resources for portable and modular buildings. Likewise, due to the limited financial resources available to these clients, they are asking the various AEPA state agencies to acquire and establish cooperative purchasing contracts with highly qualified and experienced providers who have a proven track record in providing effective portable and modular buildings.

2. IFB Intent

2.1. It is the intent of this solicitation to award a contract to interested providers of portable and modular buildings to provide volume discounts on top of the line services to meet the current and future needs of the qualified AEPA customers as understood by the responding Offeror, as well as relating to the manufacturer terms, conditions, specifications and the line item product pricing requests outlined in this IFB. The contracted services are to meet or exceed all federal, state and industry standards and requirements as defined, established, set forth and adopted by individual governmental agencies and/or industry organizations.

2.2 It is further the intent of the specifications and expectations enumerated within this IFB to allow AEPA member agencies and their clients to have as an option the highest quality, most complete and comprehensive product line of technology, software, hardware and support services for implementing parent notification systems at cooperative purchasing volume pricing.

- 2.3 It is further the intent of the AEPA to award a contract to the best responsible Offeror(s) meeting specifications and qualifications, provided the response to the IFB has been submitted in accordance with the requirements of these procurement documents. The AEPA shall have the right to waive any informality or irregularity in any response to the IFB received and to accept the IFB which, in the group's judgment, is in its own best interest. The AEPA reserves the right to advertise for a new IFB upon which the acceptance, rejection, waiving, or re-award will be based on, but not necessarily limited to, the following:
- 2.3.1 Adherence to all requirements of the IFB specifications as proposed and defined by industry standards.
 - 2.3.2 Knowledge of the Offeror in terms of past performance of the products and services to include market place success in the AEPA states.
 - 2.3.3 Ability to service and meet or exceed the current and future needs or requirements of the AEPA member agency's clients geographically located in all twenty-two states as defined.
 - 2.3.4 Completeness of information provided in response to this IFB.
 - 2.3.5 Financial standing, capacity and bond rating of the Offeror.
 - 2.3.6 Nature and extent of company data furnished upon request of AEPA.
 - 2.3.7 Evaluation of the quality of products and services offered and proven track record.
 - 2.3.8 Overall ability of products and services offered to meet, comply and fulfill the needs and requirements of individual clients within the twenty-two states.
 - 2.3.9 Ability, past performance, track record and commitment to the research and development of new technologies, products and support services to better meet clients' needs.
 - 2.3.10 Offeror's ability to demonstrate a proven track record and past performance relating to its quality and variety of products, delivery timelines, warranty work, performance over time, customer service history and satisfaction, industry awards and acknowledgements.
 - 2.3.11 General reputation and experience of the Offeror and its delivery network from a national perspective.
 - 2.3.12 Offeror's ability to demonstrate its current and future ability, capacity, resources and willingness to market, promote and provide the Agencies and individual members within the twenty-two AEPA member states with the type and level of assistance and support required for AEPA member agencies to offer their clients a complete and comprehensive cooperative procurement option.
 - 2.3.13 Offeror's ability to demonstrate its current and future ability, capacity, resources and willingness to market, promote and provide the individual facility owners within the twenty-two AEPA member states with the type and level of assistance and support required for AEPA member agencies to offer their clients a complete and comprehensive cooperative procurement option.
 - 2.3.14 Offeror's ability to communicate and demonstrate it and its distribution network understanding of the types, level and quality of products and services requested, the expectations and various current and future needs and requirements of the AEPA member agency's clients.
 - 2.3.15 Offeror's willingness, ability, commitment and track record in developing and operating within a collaborative and cooperative market place and entering into an AEPA-type business relationship.
- 2.4 A response to this IFB is an offer and commitment to contract with participating AEPA agencies based upon the terms, conditions, scope of work and specifications contained and referenced in this bid. The awarded Offeror will be required to deliver equipment, supplies, materials and services proposed in its response and accepted by AEPA to all qualified AEPA member agency clients as applicable to the award and in accordance with the pricing established for each state and the specific terms, conditions, construction regulations and other applicable laws that are

applicable to each state. In the event that the awarded Offeror and AEPA are not able to come to an agreement with regard to an executable contract, AEPA reserves the right to recommend rejecting the awarded Offeror and making the award to the second responsive Offeror(s) based on the 1,000 point evaluation system, or rejecting all bids.

3. Scope of Bid

AEPA is seeking a source for factory-built buildings for schools and other public uses. Many factory-built buildings on school campuses are used for portable classrooms. Because portable classrooms tend to become long-term units on a school campus, AEPA desires top-of-the-line factory-built buildings with a long life cycle. Vendors proposing units for the public through AEPA must offer quality construction that meets or exceeds the journeyman proficiency required by state statute. Since some state laws require the manufacturer of factory-built structures to have ten (10) years experience, offerors must supply references and historical data.

Additional necessary on-site work to make the unit functional, or to relocate existing buildings, is also requested.

Bidders are encouraged to secure copies of the relevant laws and rules to use in the preparation of this solicitation from the proper agency or department of the twenty-two member states. Some states have strict public works laws, eight-hour labor laws, prevailing wage rate requirements, offshore items statement rules, time limits on liquidated damages, and other laws, ordinances, codes and regulations that may apply to this contract. They will be considered included, as required by state law.

In some states, an installer of factory-built buildings may be required to hold a Master Installer license, a Commercial General Contractor license, or some other license. Bidders must follow the requirements, if any, for the state in which a sale is made. Manufacturers may NO BID the alteration, repair and relocation of factory built buildings totally, or in specific states. Successful bidders must be able to offer the sale and installation of factory-built buildings in each of the twenty-two states that are members of AEPA.

4. Type of Bid

YES	NO	TYPE OF BID
	√	CATALOG: A catalog bid shall have established percentage discounts from catalog list or published prices or price list. The discounts may be for the entire catalog or for specific product or manufacturer categories. Prices may change based on manufacturer’s price changes and new products may be added at the established percentage discounts at any time. Discontinued products may be dropped at any time during the year. The AEPA Bid Oversight Committee should be aware of any changes as they are made.
√		LINE ITEM: A line item bid shall be identified as specific line items that prices are requested for in the bid documents. Vendors may only request adjustments to the prices once a year at the time of renewal at the December AEPA meeting and must submit a written request to the AEPA Bid Oversight Committee in November for any changes in pricing. The request must document why the prices changes are warranted such as based on raw material cost, etc. Vendor may also submit new products or technologies to be added to the current bid at this time pending review and approval of the AEPA Bid Oversight Committee and AEPA Membership.

5. Anticipated AEPA Member Participation

State	Participate (Yes/No)	Estimated First Year Purchase Volume	State	Participate (Yes/No)	Estimated First Year Purchase Volume
California	Yes	\$1,000,000	Montana	Yes	\$500,000
Colorado	Yes	Unknown	Nebraska	Yes	\$72,500
Connecticut	Yes	\$100,000	New Jersey	No	
Florida	Yes	\$100,000	New Mexico	Yes	\$1,500,000
Indiana	Yes	Unknown	North Dakota	Yes	Unknown
Iowa	Yes	\$150,000	Ohio	Yes	\$250,000
Kansas	Yes	\$10,000	Oregon	Yes	\$100,000
Kentucky	Yes	Unknown	Pennsylvania	Yes	\$2,500,000
Minnesota	Yes	\$50,000	Virginia	Undecided	
Mississippi	Yes	Unknown	Washington	Yes	\$23,000,000
Missouri	Yes	\$1,000,000	Wyoming	Yes	\$100,000
			Total estimated known first year purchase volume.		\$30,432,500

- 5.1.** Participating in the solicitation does not guarantee that a Member Agency will enter into a contract with any vendor. Each Member Agency will make that determination after reviewing AEPA recommended bids. The Member Agency’s contracting decision shall be final.

Three vendors were awarded Member Agency contracts for the specified products and services under AEPA’s last solicitation. Total purchase volume under the contracts was: \$15,235,000 in 2006; \$29,592,000 in 2007; and \$35,550,600 in 2008. Estimated first year purchase volume for this solicitation is provided above. Member Agencies anticipate that purchase volume will increase by at least 5-10% in contract years 2-4. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under this IFB. The successful bidder(s)’ discount and pricing schedule shall apply regardless of the volume of business under the contract.

6. Glossary of Terms

Factory-built building: A residential or nonresidential building including a dwelling unit or habitable room thereof which is either wholly or in substantial part manufactured at an off-site location to be assembled on site.

Installation of factory-built buildings: The placing of units on foundation systems, connecting the unit to on-site utility terminals, and anchoring the units.

Offshore Items: “Offshore Items” are those items procured from sources beyond the territorial boundaries of the United States including the states of Alaska and Hawaii.

Subassembly: A prefabricated wall, floor, ceiling, roof or similar combination of components.

7. Special Terms and Conditions

The following special terms and conditions are in addition to the applicable general terms and conditions that appear earlier in the document. Any provision of law, rule, or regulation that is

required to be included in this contract will be read as if in this contract, whether or not physically included.

- 7.1 PUBLIC WORKS:** This is a public works contract and any public works laws of a state apply.
- 7.2 DESIGN:** The classrooms requested shall be per specifications provided in bid for single, double sized and multi-unit classrooms with and without restroom facilities conforming to Agency minimum requirements. Single classrooms are to have a minimum of 890 square feet of area, (unless a state law requires a different minimum), while the double classrooms are to have a minimum of 1,790 square feet of area (unless a state law requires a different minimum). Classrooms bid with restroom facilities are to be figured at one restroom per classroom.
- 7.3 SUBSTITUTIONS:** The standards contained in these specifications are minimums. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Agency reserves the right to reject any and all substitutions.
- 7.4 PERFORMANCE AND PAYMENT BOND:** If required by state law, the Bidder shall, at the receipt of an Agency/member Purchase Order, furnish the member on whose behalf the Purchase Order is issued, a corporate surety bond in the full amount of the Purchase Order for the faithful performance of the contract, as conditioned below. The surety must be authorized to do business in the State of Agency and be satisfactory to Agency and the member. Each bond shall be in the form required by the state of Agency.

The contract bond furnished by the Bidder shall be payable to the member. *It is the Bidder's responsibility to determine if the member requires a performance bond and it must be issued prior to commencing work on any project or projects surrounding this Purchase Order.*

- 7.5 EIGHT HOUR LAW AND PAYMENT FOR LABOR:** The Bidder agrees that all labor rates will be in compliance with all state and federal laws. Any work necessary to be performed after regular working hours, or Sunday or legal holidays that are not a result of Agency action, shall be performed without additional expense to Agency.
- 7.6 ACCIDENT PREVENTION:** Precaution shall be exercised at all times by the Bidder for the protection of persons, employees and property. The safety provisions of applicable laws and local buildings and construction codes shall be observed. The operations of the Bidder for the protection of persons, and for guarding against hazards of machinery and equipment, shall meet the requirements of state law and all safety regulations as set out in effect at the time of call for bids.

The Bidder will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Agency or member may, at any time, conduct construction observations of the Bidder's safety measures, in, on or near the construction site. It shall be the Bidder's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor. The Bidder shall be responsible for providing all such safety measures and shall consult with the state or federal safety inspector for interpretation whenever in doubt as to whether safe conditions do or do not exist or whether he is or is not in compliance with state or federal regulations.

Notwithstanding the foregoing, it is understood and agreed upon between Bidder and the Agency or member that Bidder's pricing does not include the cost for any site specific requirements. Site specific requirements shall be addressed on a case by case basis at the time the order is placed, with any additional cost incurred by Bidder in complying to be paid by the member agency.

- 7.7 HAZARDOUS CHEMICALS:** The Bidder shall submit to Agency or its member a list of all hazardous chemicals to be brought by the Bidder or its subcontractors onto Agency or its member property.
- 7.8 SEPARATE CONTRACTS:** Agency and its members reserve the right to award separate contracts in connection with other work on the sites. The Bidder shall afford separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the executions of their work, and shall coordinate its work with theirs as necessary. Should the Bidder wrongfully cause damage to the work or property of any separate contractor, the Bidder shall, upon due notice, promptly attempt to settle with such other contractor, by agreement or otherwise, to resolve the dispute.
- 7.9 PERSONAL LIABILITY OF PUBLIC OFFICIALS:** No officer of Agency or its member shall be personally responsible for any liability arising under or growing out of the contract.
- 7.10 PERMITS AND FEES:** The Agency or its member shall secure and pay for any permits and governmental fees necessary for the proper execution and completion of the work, which are legally required at the time the buildings are to be installed. Fees charged by the State of the Agency for approval of the "Statement of Intent to Pay Prevailing Wages" forms and certification of the "Affidavit of Wages Paid" forms, for example, shall be paid by the Bidder and should accompany the submitted forms.
- 7.11 USE OF PREMISES:** The Bidder shall confine its equipment, storage of materials and operation of work to the limits indicated by law, ordinances, permits or direction of Agency or its member, and shall not unreasonably encumber the premises with its materials. The Bidder shall comply with Agency or its member instructions regarding signs, advertisements, fires and smoking. The Bidder shall be solely responsible for materials and equipment stored on the site. The type and extent of security provided shall be at the Bidder's discretion.
- 7.12 CONFINE OPERATIONS WITHIN RIGHTS OF WAY AND EASEMENTS:** Property lines, limits of easements, and limits of construction permits are indicated on the plans and it shall be the Bidder's responsibility to confine its construction activities within these limits, unless it makes arrangements for use of private property. Before using any private property adjoining the work, the Bidder shall file for written permission of the property owner, and upon vacating the premises, the Bidder shall furnish Agency and its member with a release from all damages, properly executed by the property owner.
- 7.13 CONSTRUCTION SCHEDULE:** After a purchase order is issued for a project, the Bidder, if requested by Agency or its member, shall immediately prepare and submit to Agency or its member for approval, a progress schedule that will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Bidder to start work immediately upon order of Agency or its member and carry out the schedule to completions of the contract within the time specified.
- 7.14 NOTICE TO PROCEED AND PROSECUTION OF THE WORK:** Written notice to proceed shall be given after the contract has been executed and the performance bond and all required insurances have been filed with and approved by Agency or its member. The Bidder shall not

commence work under the contract until such written notice has been given by Agency or its member. This notification will include a purchase order.

- 7.15 TIME TO COMPLETE AND LIQUIDATED DAMAGES:** The individual projects shall be completed within the time limits stated on the purchase order. If the Bidder is delayed at any time in the progress of the work by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Bidder's control, the completion date shall be extended by change order for such reasonable time as agreeable by the Agency or its member, and the Bidder.

If the Bidder shall fail to complete the work within the time specified, it shall pay Agency or its member as liquidated damages, an agreed amount per day for each calendar day that the work remains uncompleted beyond the specified completion date or time period, unless there shall have been an extension of time granted by Agency or its member where the project is being performed. In the event of an extension of time, the Bidder shall pay Agency or its member as liquidated damages agreed upon per day for each calendar day that the work remains uncompleted beyond the date or time period fixed by the extension of time. The dollar amount of liquidated damages will be determined in writing between the member (buyer) and the vendor prior to start of project. The bidder agrees to inform the buyer, in writing, of this requirement. The Bidder does hereby authorize Agency or its member to deduct such liquidated damages from the amount due, or to become due, the Bidder. The Bidder further agrees that any such deduction shall not in any degree release it from further obligations and liabilities in respect to the fulfillment of the entire contract.

In states where liquidated damages are not required, Agency members may waive this part of the contract.

- 7.16 FORFEITURE OF CONTRACT:** Should the Bidder at any time refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Agency or its member may, at its option, after giving ten (10) calendar days written notice to the Bidder, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this contract.

In the event of such refusal, neglect, or failure, Agency or its member may, by written notice to the Bidder and its surety or his representative, or if the Bidder abandons the work undertaken under the contract, Agency or its member may, at its option with such written notice to the surety and without any written notice to the Bidder, transfer the employment of said work from the Bidder to the surety.

Upon receipt of such notice, the surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this contract, and employ by contract or otherwise, any person or persons to finish the work and provide the material therefore, without termination of the continuing full force and effect of the contract.

In case of such transfer of employment to the surety, the surety shall be paid in its own name on estimates covering the work subsequently performed under the terms of the contract and according to the terms hereof, without any right of the Bidder to make any claim for the same or any part thereof. In lieu of the foregoing, if Agency so elects, it may terminate the employment of the Bidder for said work and enter upon the premises and take possession of all materials, tools

and equipment thereon for the purposes of competing the work included under the contract, and employ by contract or otherwise, any person or persons to finish the work and provide the materials therefore. In case of the discontinuance of employment by Agency as aforesaid, the Bidder shall not be entitled to receive any further balance of the amount to be paid under this contract until the work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by Agency or its member in finishing the work, and all damages sustained or which may be sustained by Agency or its member by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Agency or its member to the Bidder. If such expense and damages shall exceed the unpaid balance, the Bidder and his surety and each thereof shall be jointly and severally liable therefore to Agency or its member and shall pay the difference to Agency or its member.

Notwithstanding the foregoing, Agency or its member, in the event of the Bidder's breach of the contract, reserves the right to terminate the Bidder and exercise any and all remedies at law or in equity.

7.17 CLEANUP AND DAMAGE REPAIR: From time to time or as ordered by Agency or its member and immediately after completion of the work, the Bidder shall at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the work. The Bidder shall repair or have repaired any damage caused by it or its operations. Upon failure to do either the required clean up or repair within twenty-four (24) hours after request by Agency or its member, the work may be done by Agency or its member and the cost thereof be charged to the Bidder and deducted from its compensation. Upon completion of the work, the Bidder shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning required to complete the work in a workmanlike manner, ready for use and satisfactory to Agency or its member.

7.18 LAWS, ORDINANCES, CODES AND REGULATIONS: The bidder shall comply with all Federal, State and local laws, ordinances, codes and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. Unless otherwise required by law or regulation, no local building code or enforcement Agency, or their adopted building codes, may require that any unit which has been certified by the state be subjected to local inspection to determine compliance with any standard covering any aspect of the unit, or that any inspection fee can be charged. Only local codes that deal with zoning requirements, building setback, maximum area and fire separation requirements, site development and property line requirements and requirements of on-site utility terminals are permitted, or as established by state law. The Bidder shall indemnify and save harmless Agency or its member against any claims arising from the violation of any such laws, ordinances and regulations. The Bidder shall also satisfy all authorities having jurisdiction and, where necessary, obtain such permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by Agency or its member.

Any aspect of the manufacture, installation, or relocation of a factory-built unit not covered by a building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States.

Factory-built buildings that are manufactured out-of-state may not enter some states until an engineer who is registered in that state has certified the detailed plans for the building. Such certification shall be prior to construction.

Factory-built buildings shall be installed in accordance with state rules, with approved plans approved pursuant to state law. The contractor agrees to prepare any necessary application form, pay all administrative and review fees, and provide all necessary documentation as identified by state law or rule. A copy of the application and forms shall be made available to the member, upon request.

The contractor or manufacturer shall not charge the member any costs incurred in the inspection of factory-built buildings or dealer facilities, or for technical services by a state office or authorized local enforcement agency. No installation will be made until approved by an appropriate zoning department of the county, municipality or other political subdivision where the installation is to occur. No installation will be made without an approved foundation plan.

- 7.19 SHOP DRAWINGS, SPECIFICATIONS AND SUBMITTALS:** Prior to construction of a unit or subassembly, plans shall be approved in accordance with relevant state law, if any. Shop drawings, which are herein defined as drawings, illustrations, computations, charts, brochures, and manufacturer's details, are required to be furnished by the Bidder, as directed in the specifications, to show details of the project. If these are not submitted the bid will be considered invalid and non-responsive. Prior to furnishing shop drawings, the Bidder shall verify all details and coordinate with manufacturers and subcontractors to insure correctness and conformance to the plans and specifications. If shop drawings differ from contract requirements, the Bidder shall so advise Agency or its member with written notice stating the reason for the difference.

Shop drawings shall be transmitted to Agency or its member by the Bidder only and not by manufacturers or subcontractors. Format and procedure for transmittal shall be established by Agency or its member.

The Bidder shall submit shop drawings in orderly sequence and with such promptness as necessary to allow for reasonable checking time and subsequent completion of the work as provided by the contract. The Agency or its member shall review and return shop drawings with reasonable promptness. Three (3) copies of each shop drawing shall be provided by the Bidder. One (1) set shall be returned to the Bidder; either approved, marked for changes, or marked for rejection and re-submittal. The Bidder shall make any corrections required by the member school district and shall re-submit three (3) copies each, until approved. Work on any part of the project requiring shop drawings shall not be started until the drawings have been approved by the Agency or its member. No changes shall be made after the drawings have been approved unless authorized by Agency or its member. The Bidder's review and approval of shop drawings is limited to checking for conformance with design concepts of the project.

The Bidder shall be responsible for all details, quantities, dimensions, materials, coordination of work with others, and performance of the work in a safe and satisfactory manner. The approval by Agency or its member of any drawing or any method of work proposed by the Bidder shall not relieve the Bidder of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by Agency or its member or any officer or employee thereof, and the Bidder shall have no claim under the contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that Agency or its member has no objection to the Bidder's using, upon its own full responsibility, the plans or method proposed.

- 7.20 ACCEPTANCE:** Acceptance shall be defined as final approval of the project only in that it has been performed, cleaned up, and completed in accordance with plans and specifications.

It is mutually agreed between the parties to the contract that acceptance of completion of the project shall constitute final acceptance of the work and materials included in the contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any unauthorized work, that no payment made under the contract except the final payment shall be evidence of the performance of the contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material. The acceptance of the contract work shall not prevent Agency or its member from making claim against the Bidder under the warranty as set forth below.

- 7.21 WARRANTY:** All materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with best construction practices acceptable and subject to the inspection and acceptance of Agency or its member. The Bidder expressly warrants to Agency or its member that all materials, labor and equipment furnished from all faults and defects are in conformance with requirements of the contract. If within two (2) years of the date of acceptance of the work by Agency or its member, or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in the contract, any work is found to be defective or not in accordance with the contract, the Bidder shall correct it promptly after receipt of notice from Agency or its member.

If the Bidder, after notice, fails within ten (10) days to proceed to comply with the terms of this warranty, Agency or its member may have the defects corrected and the Bidder and its surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of Agency or its member, delay would cause serious loss or damage, repairs may be made without notice being given to the Bidder and the Bidder shall pay the cost thereof. Components and subassemblies may have shorter or longer warranties provided by a manufacturer or the vendor, and if so, those warranties shall prevail, i.e.; HVAC unit or Refrigerator which would carry standard manufacture warranties.

- 7.22 DOCUMENTS:** A copy of any certification documents will be provided by the manufacturer to the member, upon request, or as required by law. A copy of any quality assurance manual provided to the state shall be made available to Agency or member, upon request. A copy of any document to be signed by the Agency or member and the contractor that identifies responsibility for engineering and construction documents, permits, work by others, footings, foundation and site work (soil conditions, drainage), utility placement and hookups, water and sewer connections, fire alarm and sprinkler issues, delivery, etc., must be provided to Agency, upon award of the project. The document will not contain any provisions that differ from this IFB. However, items not covered in this IFB may be considered. Agency reserves the right to reject any or part of the document that is not in the best interest of its members. The contractor will not require the member to sign any document, other than required permits and financial papers, that has not been first approved by Agency. The purpose of this document, if one is provided, will be to clarify the responsibility of both parties to guarantee a smooth delivery and installation of the modular building.
- 7.23 RECONSTRUCTION:** Reconstruction on any factory-built building required because of damage that rendered the unit substantially unfit for the original intended use must comply with the standards and codes; drawings must be approved prior to reconstruction.
- 7.24 PARTNERSHIP:** A manufacturer may partner with one or more in-state dealers to provide the necessary licenses and/or with installers holding required licenses. Agency/member will send all

purchase orders and payments for buildings directly to the awarded contractor, not to sub contractors.

- 7.25 LEASES:** Operating leases and/or financing may be bid as part of a vendor's contract. Operating leases and/or financing may be offered by the contractor or through a specified third party subcontractor. However, the member shall not be limited to using the bidder's lease or finance plan, and may use an alternative when it deems that to be in its best interest. All operating leases and financing agreements must contain a non-appropriation clause and be completed on forms approved by the Agency or the state. Any takedown and return costs must be identified in writing prior to establishing a lease. No property tax may be collected or invoiced to the school on leased property, unless required by law. A sample operating lease agreement and/or financing agreement shall be submitted, upon request by the Agency, prior to or upon notification of award.

Monthly lease payments shall be based upon a factor applied to the purchase price of the building. The lease factor shall remain firm throughout the contract unless or until the interest rate changes. Alternate methods for determining lease payments may be offered, subject to approval by Agency.

Interest rates for financing shall be determined by applying a percentage to be indexed to U.S. Treasury Bills. Alternate methods for determining interest rates may be offered, subject to approval by Agency.

- 7.26. WOOD STRUCTURES:** Wood structures shall conform to industry standards, including, but not limited to, the following; 2006 IBC or latest code adopted by government authority national design specification (NDS) for wood construction (as adopted by code), Western Lumber Grading Rules (latest edition), Dry Dimensional Framing Lumber; Sheathing shall be American Plywood Association performance rated panels bearing an APA registration trademark; Fastening shall be in accordance with ICC evaluation service ES report EFR-1539, IBC Chapter 23. When codes are in conflict, the more stringent code shall apply. Should code changes occur, pricing modifications may be made upon 30-day notice to Agency. Approval by the Agency is required for price changes.

8. Bid Requirements:

Bidders will respond to each numbered item by checking the appropriate “Comply or “Deviate” box.

Requirements		C o m p l y	D e v i a t e *
8.0 Complete factory building specifications are required to be submitted with bid. If they are not submitted the bid will be considered invalid and non-responsive.			
8.1 Contractor will provide high quality factory-built and relocatable buildings for public use such as classrooms, administrative offices, physical education facilities, library/media centers, multi-purpose activity centers, day care facilities, medical care facilities, and storage facilities. Although relocatable by design, the installed product must have the appearance of permanence.			
8.2 The modular design must permit the buyer to adapt the building to meet the need of the buyer. A variety of floor systems must permit standard as well as more permanent installation.			
8.3 Buildings and subassemblies must be manufactured pursuant to state law of the Agency.			
8.4 Steel and wood constructed buildings are requested.			
8.5 Contractor shall have the ability to assist Agency buyers with design and selection of a factory-built building to properly meet the buyer’s needs.			
8.6 Classrooms for high public use and 50-year life cycle may feature a 30-year roof guarantee, all-steel frame and stucco or steel siding, fully welded gutters and downspouts, 10-year exterior paint guarantee, steel exterior doors with ADA compliant locks and handles, 2 x 6 walls, R-19 wall and R-30 roof insulation, dual pane insulated glass, vinyl tackable wall surface, a wall stanchion system for shelving and cabinets, top-of-the-line marker boards, state-of-the-art energy efficient HVAC, and carpeting that meets or exceeds the specifications of Collins and Aikman vinyl-backed flooring.			
8.7 Each unit shall have a permanent serial number affixed during the first stage of manufacturing with location indicated in the drawing package. Each complete section shall have a state Insignia of approval indicating the unit serial number and plan approval number located as indicated in drawing package.			
8.8 Factory-built buildings for public use shall comply with ADA requirements.			

Requirements	C o m p l y	D e v i a t e *
8.9 Construction shall meet or exceed the most recent standards set in the Minimum Property Standards and the International Conference of Building Officials Uniform Building Code. Plumbing will meet the minimum standards of the latest edition of the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code. Electrical lines, outlets, and components will meet the latest edition of the National Electrical Code (NEC).		
8.10 Mechanical refrigeration must meet the standards of the Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials and International Conference of Building Officials. Copies of these codes are on file with the state agencies.		
8.11 Contractor shall bid a variety of floor plans and building styles (i.e., exterior design, roof type, ceiling type, etc.) are preferred.		
8.12 Contractor shall bid a variety of floor coverings. Various grades of carpet may be bid, but must have a minimum 28 oz commercial grade carpet with 10-year wear warranty by the carpet manufacturer. Floor coverings shall be priced by the square yard.		
8.13 Contractor shall bid a variety of window sizes, styles and types. Only high quality window hardware that meet or exceed the strictest state and local IBC requirements. Window options shall be individually priced.		
8.14 Contractor shall bid a variety of exterior and interior wall types and coverings. Exterior options may include stucco, baked on enamel, or 20-year exterior paint.		
8.15 Fire alarm fixtures may be bid including smoke, carbon monoxide and heat detector.		
8.16 Doors will include a standard 36" by 80" hollow metal 18 ga. welded frame, keyed lever set, ball bearing hinges, ADA approved closure, threshold, door bottom and weather-stripping. Exterior doors will be upgraded with continuous hinges and panic exit devices.		
8.17 Millwork and specialty items should include cabinets, marker boards, tack boards, and similar items. Bids must indicate the type of joinery available, the grades of wood used, and interior trim for cabinets.		
8.18 Plumbing options must include handicap rest rooms, stainless steel sinks, hot water heaters, and drinking fountains. Only high quality water faucets and fixtures will be permitted.		
8.19 Electrical options should provide for additional electrical power, energy efficient lamps with electronic ballasts, intercom system wiring and equipment, energy efficient exterior light, and additional power outlets. Any low voltage cabling will be a minimum of category 5.		

Requirements	C	o	m	p	y	D	e	v	i	a	t	e	*
8.20 Interior partitioning options for rooms shall be priced by the linear foot.													
8.21 HVAC units shall be the finest in the industry, energy efficient, and fueled in the most economical way. (When natural gas is available, it will be preferred to electricity for heating and cooling.) Heat pumps will only be used in climates that permit efficient operation.													
8.22 Delivery, installation, foundation, skirting, steps, ramps and other related costs must be part of your base bid proposal. These costs may be based on distance from manufacturer if noted.													
8.23 An optional anti-rat floor barrier consisting of 26-gauge galvanized steel may be available as an option.													
8.24 A coating of an environmentally acceptable agent may be sprayed on the underside of the building as a moisture barrier, rust inhibitor and for termite resistance.													
8.25 For places with high winds (such as Houston), a hurricane resistant design for windows, shutters, foundation and footing may be bid.													
8.26 All units should be available for the Agency buyer to rent, lease and/or purchase. Lease and/or rental terms shall not exceed a maximum of 5 years, or the term permitted by state law.													
8.27 Upon request, contractor shall dismantle existing factory built building and prepare it for safe relocation to another site. All work shall be accomplished in accordance with applicable codes, rules and regulations. The work shall include, but not be limited to the following: disconnecting building from utilities, disconnecting systems connections, as required, disconnecting building from the tie-downs, separating modules, attaching plastic to cover the open sides of the modules, removing tie-downs and foundation pads/adjustable piers.													
8.28 Unless otherwise directed by the Agency buyer, contractor shall dispose of tie-downs removed from the existing building and move foundation pads or adjustable piers to the new building location for re-use.													
8.29 Contractor shall relocate existing factory-built building to new location in accordance w/codes, rules and regulations. The building shall be installed at the new location as specified below.													
8.30 Upon request, contractor shall provide, or cause to be provided, engineering and/or design work required to properly install and set-up the factory-built building. Properly licensed professionals shall perform such work.													

Requirements		C o m p l y	D e v i a t e *
8.31 Contractor shall set factory-built buildings on appropriate temporary or permanent foundation systems. All foundation systems shall be accomplished by properly licensed professionals and comply w/codes, rules and regulations.			
8.32 Upon request, contractor shall provide, or cause to be provided, a concrete floor for any factory-built building to be installed by contractor. All such work shall be accomplished by properly licensed professionals and comply w/codes, rules and regulations.			
8.33 Contractor shall anchor factory-built buildings with tie downs in accordance w/codes, rules and regulations where required.			
8.34 Contractor shall reconnect building modules. Interior and exterior work associated with reconnecting the modules (i.e., repairing roofing and ceiling at the connection point, reconnecting ductwork, reconnecting utilities, etc.) shall be accomplished in a professional and workmanlike manner that complies w/codes, rules and regulations.			
8.35 Contractor shall connect, repair and perform alterations to water, waste, gas and electrical systems of all amperages to the proper on-site utility terminals provided by others per the terms outlined in "Other Work" in this RFB.			
8.36 Upon request, contractor shall provide, or cause to be provided, utility development, and connection, including electric, gas, waste, and water. Utility development and connection shall be from the factory-built building's connection(s) to the closest appropriate existing site connection(s). All such work shall be by properly licensed professionals and in compliance w/codes, rules, and regulations at the request of the customer per the terms of this RFB as detailed in the "Other Work" section.			

9. Pricing Information

Discount and Price Schedule

Bidders shall provide a discount and price schedule for modular buildings. Bidders shall use the schedules prepared in Part C, Section G.

Additional pricing and/or discounts may be included with the bid response, however only items covered by your bid response may be ordered by AEPA Agencies.

Please note that bid award will be based upon the buildings identified in the bid specifications. If building prices differ between AEPA Agency locations, include an explanation as to why those differences occur.

Extended Warranty

Provide Agency prices for all extended warranty plans.

Shipping Charges

Shipping charges must be clearly identified in the bid as detailed on top of price form for each region and must include cost for transport and travel for installation crews, etc.

End and Center Sections, Wood Construction

Provide Agency prices for your standard wood construction end and center sections. Do not include interior doors or walls. List the sizes offered and the price for each.

End and Center Sections, Steel Construction

Provide Agency prices for your standard steel construction end and center sections. Do not include interior doors or walls. List the sizes bid and the price for each.

End and Center Sections, High Public Use

Provide Agency prices for your high public use end and center sections. Do not include interior doors or walls. List the sizes bid and the price for each.

Restroom Units, Wood & Steel Construction

Provide a schedule Agency prices for your standard wood and steel restroom units. For each unit, indicate:

Building size	Type (Wood/Steel)
# of Sinks & Toilets/Urinals	Agency Price

Options/Upgrades/Deducts

Provide a schedule of options deducts and upgrades. Options may include materials, equipment and design. Include a description and unit price for each.

Used Buildings/Existing Inventory

Indicate if used buildings/existing inventory are bid as part of your proposal. If they are, indicate how Agency pricing will be determined for those units. If a discount off a published price list will be used, indicate the name of the price list and the percent of discount. Attach a copy of the latest price list that would reflect the formula of discount for the used buildings.

Destination/Delivery Charges

Provide destination charges for delivering buildings to the Agency or member’s site. Because buyers will potentially be located in multiple states, charges will differ.

Performance Bonds

Indicate the additional cost, if any, to provide a 100% performance bond, when required by state law or requested by the Agency or member. Cost shall be listed as a percentage of purchase price and will be paid by agency.

Additional Charges

Indicate any additional charges that might apply under an awarded contract. Provide a description and price for each. (Various states have laws that may require specific charges or labor rates.)

Operating Leases

Provide the payment factor for determining monthly payments on operating leases (i.e., .0175 times purchase price). If there are multiple payment factors, list all payment factors and the contract term for each. (This may differ by state.)

Purchase Financing

Indicate if financing of purchases is available through the manufacturer or a third party. Indicate the applicable interest rate at the time of proposal submittal. Indicate the percentage to be indexed to U.S. Treasury Bills to determine the interest rate at the time of financing. Indicate if the interest rate will change because of transaction size, bank qualification status, 501C(3) status, etc, and provide the relevant information for each of those changes (change in percent to be indexed to U.S. Treasury Bills, etc.). Indicate how long a rate quote will be firm.

Delivery Time

Indicate the number of days for delivery after receipt of a purchase order from Agency as detailed on price form for each region.

Modification

Pricing for installation, alteration, repair and relocation of factory-built buildings by a licensed and bonded master installer is required. Bidders shall provide a discount and price schedule for the things below. Bidders may prepare their own schedules. However, all price schedules shall follow the format, and provide the information listed above. Additional pricing and/or discounts may be included. Bidders may NO BID items such as relocation of existing buildings and shade structures.

Preparing Existing Factory-built Buildings for Relocation

Provide Agency prices for dismantling existing factory-built buildings and preparing them for relocation to new sites. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services.

Relocation of Existing Factory-built Buildings

Provide Agency prices for relocating existing factory-built buildings to new locations. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services associated with the move. Include the following as a minimum:
Flat rate or cost per mile to transport the factory-built building (price per module, if applicable)
Cost(s) for escort vehicles, as required
Cost(s) for permits, etc., as required
Other charges, as required

Installation of Factory-built Buildings

All items listed within this bid request must include installation as part of your bid response on the price pages provided in section C. If non-standard product is provided as part of your bid response please provide Agency prices for installing these factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following as a minimum:

Installation and set-up charge (per module, if applicable)

Other charges, as required

Foundations

All items listed within this bid request must include foundation as part of your bid response on the price pages provided in section C. If non-standard product is provided as part of your bid response please

provide Agency prices for furnishing and installing foundations for factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

Temporary foundation (i.e., concrete block footings and/or adjustable piers)

Permanent foundation (concrete, per all code requirements)

Tie-downs

All items listed within this bid request must include required Tie-Downs as part of your bid response on the price pages provided in section C. If non-standard product is provided as part of your bid response please provide Agency prices for furnishing and installing tie-downs for factory-built buildings. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Include the following prices as a minimum:

Temporary (auger and/or cross bar type)

Permanent (Welding to metal plates in permanent foundations)

Utility Development and Connection

Provide Agency prices for furnishing and installing the materials and services necessary to complete utilities connections from the factory-built building to the closest appropriate existing connections. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify any contingencies associated with this work. Include the following prices as a minimum:

Electrical Sewer/wastewater

Natural gas or propane Water

Skirting

All items listed within this bid request must include skirting as a component of your foundation as part of your bid response on the price pages provided in section C. If non-standard product is provided as part of your bid response please provide Agency prices for furnishing and installing the materials and services necessary to provide skirting around the factory-built building. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

Wood skirting

Metal skirting

Ventilation and Access Assemblies

All items listed within this bid request must include the required ventilation as a component of your foundation as part of your bid response on the price pages provided in section C. If non-standard product is provided as part of your bid response please provide Agency prices for furnishing and installing the materials and services necessary to provide ventilation and access assemblies to crawl spaces. Work shall be in accordance with the specifications and scope of work contained in this IFB. Pricing must be complete, and include all materials and services. Specify types available and the cost for each. Include the following prices as a minimum:

On grade

Sub grade

The city cost index may be applied to the unit prices in the UPB to determine member's purchase price. City cost index needs to be identified if used in submitted pricing. Please identify if city cost index will be used for all cities or some cities, and if used which divisions does it apply to.

UPB Division 1 sections before 01530, Temporary Construction, are excluded from the contract, except as specified below. Cost for such items shall be included in coefficients. Member may approve specific exceptions caused by unusual and unforeseen circumstances.

The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member:

01250-400-0500 through 1750	01310-700-010 through 0290
01450-500-0010 through 8000	01107-100-0011 through 0150
01510-800-0010 through 0700	

The current edition of RSMeans Facilities Book Division 2, Sections 02200-02965 for site work that is a part of an installation or relocation of modular building project is the approved contract Unit Price Book.

Contract pricing shall be based upon a coefficient to be applied to an approved Unit Price Book (UPB).

Contract pricing should identify city cost index, if used for RSMeans pricing.

Contract pricing shall be based upon a coefficient to be applied to an approved Unit Price Book (UPB).

The UPB shall be the current edition of RSMEANS Facilities Construction Cost Data. Use of current editions of RSMEANS Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work and Landscape Cost Data, Concrete and Masonry Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data.

The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB shall be used for project costing.

The total value of applicable line items and quantities shall be multiplied by the appropriate city cost index and the specified coefficient to determine the lump sum cost of each job.

Contractor shall provide member with an itemized project cost prior to starting any job. Project cost shall include:

UPB Name	UPB Date	Date of Quote		
Line Number	Item Number	Item Description		
Number of Units	Unit Price	Total Line Cost		
Line Items	Sub Total	Coefficient Amount	Grand Total	

Provide city cost index, if used.

Items that cannot be found in the UPB or other approved RSMEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet. If like items cannot be found in the UPB, contractor shall obtain three written quotes for a non pre-priced item and submit the quotes to AEPA member. AEPA Member shall determine the most appropriate quote to use

for adding the item to the UPB. Upon approval from member, the non pre-priced item shall become part of the UPB and available for any job.

Contractor shall not provide a new item unless and until AEPA member approves it. A coefficient to be applied to the cost of non pre-priced items shall be provided. Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member representative.

Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to the direct cost of doing the work, labor, overhead, general and administrative, profit, project office expenses, mobilization and close-out costs, insurance, compliance with environmental and other applicable laws, protective clothing and equipment, traffic and work site barriers, computer systems and software, vehicles, maintenance and fuel, and all contingencies connected to performing the work. No additional payment shall be allowed for these items.

Bidder shall specify in the bid what additional types of costs are included in the coefficients.

Labor, equipment and material prices shall be adjusted in accordance with the prices in each new edition of the UPB. Adjustments shall be to the UPB only. No adjustment shall be applied to cost items comprising the coefficient. No upward adjustment shall apply to job awarded prior to effective date of the adjustment, regardless of the date of commencement of work. All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual jobs shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

Labor, equipment and material prices shall be adjusted in accordance with the prices in each new edition of the UPB. Adjustments shall be to the UPB only. No adjustment shall be applied to cost items comprising the coefficient. No upward adjustment shall apply to job awarded prior to effective date of the adjustment, regardless of the date of commencement of work.

All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise.

Quantities used on individual jobs shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

Additional Charges

Indicate any additional charges that might apply under an awarded contract. Provide a description and price for each.

10. Manufacturer's Floor Plans & Specifications by Region

An electronic file of floor plans and specifications by region should be downloaded as an addendum to Part B of AEPA IFB #010-D-Portable/Modular Buildings.