

January 28, 2022

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, IFB # MO-02-22

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the IFB Mobile Office/Storage Unit Rental. All terms and conditions of the original IFB notice remain unchanged.

Questions and Answers

The District would like to take this opportunity to announce that due to some issues and concerns, the District is making the exception for bidders who have trouble sending their bids via wetransfer.com as required. The District will accept proposals sent without using wetransfer.com. However, the network has a size limit. If your submission exceeds the allowed limit, please notify us. Please submit your proposal as early as possible.

Questions:

1. Will the District accept responsibility for equipment damage upon delivery of the units to the site?

Answer: The Contractor is responsible for any damages during delivery, drop off, and installation.

2. What CGL or property coverage & limits will you be providing during the lease term?

Answer: 24.9 million

3. Will the District accept responsibility for general maintenance & repairs (in excess of normal wear and tear?

Answer: Any damage or repairs needed due to the use will be accepted but must be work required due to rental damage. Normal wear and tear of general usage will not be approved.

4. Is the District amenable to including a mutual waiver of consequential and incidental damages?

Answer: No, the District would NOT be amenable to including a mutual waiver of consequential and incidental damages.

5. Will the association extend the BID due date by two weeks. This will allow us to check the site and put together a more comprehensive bid?

Answer: No.

6. Confirming this project should be quoted prevailing wage.

Answer: This is a rental. Labor is required; therefore, it doesn't need to be the prevailing wage. However, the Contractor is responsible for complying with the rules and regulations.

7. Will the association allow for mutually agreed upon edits? It will be difficult to accept contract terms without any review or mutually agreed upon edits.

Answer: The State terms and conditions are non-negotiable.

8. Can we not bid certain items such as permitting to be considered responsive, such as provide the modular with install and delivery but without permitting? Permitting to be done by others.

Answer: Bid price must be provided for all listed items in the IFB. Bidders are responsible for furnishing all permits if required by rules or regulations.

9. Can we go the site next week to physically walk the area for our project manager team I AM AVAILABLE BUT THAT MAY BE TO LATE FOR THEM.

Answer: All Prospective Bidders may visit the site at 11:00 a.m. on Tuesday, February 2, 2022. Prospective bidders who wish to visit the site, please contact Dean Lassiter at (714) 708-1597, email, dlassiter@ocfair.com.

Please send an email to <u>ifb@ocfair.com</u> for acknowledgment if you intend to bid on this project. <u>Failure</u> to acknowledge any RFI(s) and any Addendum(s) will result in disqualification.

-End RFI #1-