



The School Board of Miami-Dade County, Florida
SCHOOL BOARD ADMINISTRATION BUILDING
 Procurement and Materials Management
 1450 N.E. 2 nd Avenue, Room 352
 Miami, Fl. 33132

Direct All Inquiries To
 Procurement and Materials Management
 Buyer Name – Greg Jackson

PHONE: (305) 995-2345
 TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: December 8, 2006
 Addendum No. 2

BID/RFP No.: 017-GG06
 BID/RFP TITLE: Chiller Service Contract

OPENS: 12/12/06

This addendum modifies the conditions of the above referenced BID/RFP as follows:

Bid Opening Date: changed from 12/12/06 to 12/19/06.

Attached is a list of questions and answers that needed to be clarified from the Pre-Bid meeting on December 1, 2006.

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

- 1 If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. **BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.**

I acknowledge receipt of Addendum Number

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE ZIP CODE: _____

TELEPHONE NUMBER: _____ E-MAIL I.D. _____ FAX # _____

BY: SIGNATURE (Manual): _____
 OF AUTHORIZED REPRESENTATIVE

NAME (Typed)- _____ TITLE: _____
 OF AUTHORIZED REPRESENTATIVE

REVISED AND FINAL 12/6/06 3:31 PM

The following is a list of questions that need to be clarified for the referred bid.

- 1- Part 1 of General Conditions par 1.0.A stipulates that the structural components are to be covered. Also you can read the same in page 12 par 3.0M. Does this mean that the contract now includes repairing or replacing all the old rusty C.T's supports, rusty hangers, etc in the schools? This item was never part of the old contract.

Page 12 par 3.0M states: "On a monthly basis, the vendor shall inspect the structural components of the cooling tower and chiller installation for corrosion/and or structural deficiencies and shall report any identified deficiencies or defects to the M-DCPS Authorized Representative."

- 2- Page # 6 par 1.6F now stipulates that the last monthly payment and 1/12 of any extra work that is owed at the end of the contract is to be withheld until a complete inspection is made and contractor corrects deficiencies. This is NEW.

This clause is an unfair clause for the following reasons:

-This practice is good in a construction job because everything that the contractor has installed is under warranty and withholding monies to correct the punch list that the owner issues at the end of the project is a normal practice. To be able to institute the same practice for this particular contract, the owner would have to issue a deficiency list the same day that the contract expires and we are not too sure that, with the limited supervisory personnel that the School Board has, this can be accomplished. Imagine that the contract expires on day 1. The responsibility of the Contractor expires on day 1. But what happens if there is no final punch list issued by the end of day 1 and on day 2 a pump fails and this is not discovered until day 4 when a punch list is completed. The School Board will probably list the defective pump in their punch list and then the Contractor will have to prove that on day 1 the pump was operational. This will certainly be a source of friction and possible disputes. There are 116 Schools and chances are that this type of incident will happen in several places.

-Since the contract is by group, a successful contractor will have at least 14 Schools (RAMC 1). If a deficiency were in only one school, it would be unfair to hold monies for the rest of the Schools.

-We would suggest that the clause be deleted. If not, then we suggest that the withholding monies clause be left as is, but if there is a dispute over a certain corrective issue, the contractor can bond the dispute. The School can then release the monies held and go after the bond if the contractor does not remedy the problems.

This item is not a new contract requirement and this requirement shall remain as stated.

- 3- Paragraph 1.6C in page 7 indicates that the successful contractor has to supply rental chillers **if the School so indicates** because the school cannot be without

A/C. We think that the conditions under which the contractor is requested to supply a rental chiller should be more specific. One must remember that the failures encountered with A/C equipment are mostly due to age, wear and tear, power failures and abnormal fluctuations, etc, where the lack of maintenance is not the main factor. Therefore they could be considered of accidental nature and the Contractor should not suffer the full financial burden of a rental chiller. We request that the clause is deleted. Nevertheless, as a compromise, we would suggest that, if the occasion arises and the need for a rental chiller is unavoidable, then the School Board and the Contractor split 50/50 the related expenses. Otherwise, the Contractor will increase their quotes substantially and we assure you that this will be more costly to the School Board.

This item shall be modified and construed that whenever there is an immediate and unforeseen reduction in HVAC capacity or equipment failure unrelated to vendor maintenance issues, and with an estimated down time of more than one day, M-DCPS may request directly or through the vendor and pay for up to the first 7 days of necessary temporary rental equipment including chiller(s) or cooling tower(s). Any temporary rental equipment time beyond the initial 7 days shall become the responsibility of the vendor. M-DCPS temporary equipment rental costs shall be limited to the rental company's direct charges without any vendor mark-up.

- 4- Par 3.0A indicates that the contractor is responsible for the wiring, electrical components, etc, 6" from point of connection. Is this from the disconnect switch or from the breaker. It could be construed that if a main breaker goes, we would have to replace it. Should explain this clearly.

This item shall be construed as the vendor being responsible for the maintenance and/or replacement of the listed equipment plus wiring 6" to and from the equipment involved.

- 5- Par 3.0 F. asks for megging of ALL motors to be done 90 days into the contract and make a report. There are over 250 Chiller motors, over 450 pump motors, and over 250 tower motors and that is a huge and unnecessary expense and it really does not serve any purpose because wet or not wet, the vendor has to replace any burnt motor under the terms of the contract. The Contractor at his discretion and only for the contractor's benefit should do this. We request that this clause is deleted from the contract.

This clause is hereby deleted from this Contract.

- 6- Par 3.0 I about Eddy Current tests requires that all the Eddy current tests be made within 90 days of the contract start. This may not be possible. First the logical thing is that the vendor employs only one company to do the tests. Also, the tests

have to be made around the schools functioning and we cannot forecast which schools can run with only one chiller, etc. Also in the fortuitous but possible case that one contractor gets all the schools, there are more than 225 chillers and each chiller has two barrels. How can this work be done in 90 days? And even if one does not get all, there is a very good possibility that one contractor gets 40 schools and you have the same predicament. We request that this request be made more flexible.

This item shall be modified and construed as allowing the Eddy Current Testing to be completed no later than 180 days after the contract effective date. Eddy Current Testing is to protect the awarded vendor from any pre-existing defects. If the system fails after 30 days and before the Eddy Current Test is completed the awarded vendor may be responsible for correcting the deficiency at the vendor's expense.

- 7- Par 3.0N asks that after a storm the vendor issues a damage report and costs estimates. This is costly because the survey will have to be done by field technicians that are very costly to the Contractor. There would be no objection if the schools award the contractor with the estimated repair work because the contractor would build in their estimate the costs incurred for the surveys. However if the work to remedy the damages is not done by the same contractor that spent the money doing the surveys, etc, then it will be unfair to this contractor as he will not be able to recoup all the costs incurred. There are 116 schools, if we average 8 man hours to survey each school, that amounts to \$69,600 plus all the costs of the office work in the engineering department to price the findings. This is not a fair deal. The vendor should be reimbursed for his work and then the school is free to follow the recommendations or not.

This item shall be modified and construed that the vendor shall make available personnel and resources necessary to conduct facility inspections for those facilities identified by MDCPS. MDCPS shall pay the hourly rate not to exceed \$750 for each facility requested to be inspected and its equipment evaluated. Payment shall be made after reports are received.

- 8- Par 3.1.A excludes work to repair damages caused by "external forces" but includes work to repair damages caused by "normal power failures". Please define "external forces" and "normal power failures".

Item defined in section 3.1 A

- 9- Page 25 part 6 has now a clause that indicates that the School Board can terminate the contract without cause. We strongly contest this clause. Normally in construction law, if the owner terminates a Contractor for convenience or without

cause, there are clauses built in the contract designed to reimburse the contractor for the costs that this action represents. Furthermore, this contract is more of an Insurance Policy than a maintenance contract. Insurance policies are issued for a minimum term of one year and the payments can be stretched thru 12 monthly payments. In this case the situation gets more complicated because the school could terminate the contract after the contractor incurred in a big expenses and he cannot get the revenue of the remainder of the contract. Also the School has to realize that the expenses incurred by the vendor are cyclical, more in the summer than in the winter. We request that this clause be deleted from the contract.

Clause shall remain unchanged.

- 10- The bid sheet clearly specifies the number of Eddy Current Tests for the initial period of the contract. However it does not explain what happens with Eddy Current Tests when the extensions are given. We think that this item should be very clear and stipulate how these tests are going to be treated. It is important because the Contractor subcontracts this work and the Eddy Current Test Companies will not hold their prices for five years unless this is clear in the specifications of the contract.

~~*Only one Eddy Current Test is required per chiller per contract including extensions.*~~

- 11- Most contractors involved in this maintenance are union contractors. Every year the cost of labor is set to go up by contract. At present the average hourly cost of union contractors is \$80 for centrifugal work. It is not fair to hold the contractor to a \$75.00 per man hour for the length of the contract for work not covered under this contract. We suggest to use the contractors published service hourly rate.

See: Page 27, Part 8, Par. G.

- 12- Is there a list of chillers that will require a scheduled overhaul within the term of the contract?

We do not schedule overhauls, they are overhauled as required.

- 13- Will both the condenser and evaporator tubes be given an Eddy Current test?

Condenser only for Eddy Current Test

14- On Page 7 Par. 1.7 A. last line delete "24 hours a day, 7 days a week, 365 days a year, all year." Substitute "from 7:00 am to 10 pm, seven days a week, including holidays, at no additional cost to M-DCPS."