

**ITB-23-022-PM CHILLER SERVICE CONTRACT
ADDENDUM 2**

QUESTIONS AND ANSWERS

Q 1. Can we get a status report on the chillers/chiller systems as they are, and/or the list of current defects on chillers/chiller systems that will be the responsibility of current vendor.

A 1. This is an "AS IS" contract. Vendors are strongly encouraged to inspect equipment that they may bid on. Current vendors are addressing known punch list items before the current contract expires.

Q 2. How is RFI to be submitted?

A 2. All requests for information shall be submitted to the procurement office in writing prior to the deadline for questions.

Q 3. Pricing Sheet: Is total price on pricing sheet for all the equipment located at each school? Chillers, Cooling towers pumps etc?

A 3. Yes, with the eddy current testing as a separate line item.

Q 4. Is a performance bond required?

A 4. No, a performance bond is not required.

Q 5. Can a vendor be awarded all or more than one of the MSC's?

A 5. The contract may be awarded to a Primary Vendor for each Maintenance Service Center (MSC), based on lowest cost, submission of all required documentation, and compliance with the conditions stated herein. Additionally, alternate vendors may be recommended. In the event of a Default or significant delivery delays by the Primary Vendor, the entire Contract may be assigned or transferred to a awarded Primary Vendor or Alternate Vendor, all at the discretion of the District.

Q 6. Must all vendors bid on all MSC's?

A 6. No, vendors are not required to bid on all MSC's.

Q 7. Referencing Section 5.8 & 6.2 Warranties: Will there be an inspection period added to the solicitation which allows the awarded vendor to identify any deficiencies? If so, who will be responsible for correcting deficiencies (previous service provider and/or MDCPS)?

A 7. The vendor needs to assume that none of the equipment covered under this contract is warranted in any way. The awarded vendor is solely responsible for all covered equipment from the date of award. The vendor shall be fully responsible for all the air conditioning equipment "as is" covered under this contract as of the contract effective date.

Q 8. Many of the schools have aged equipment which is approaching or past its life expectancy. What is the obsolescence clause pertaining to aged equipment?

A 8. There is no obsolescence clause. M-DCPS has replaced many old and/or failing pieces of equipment and retains the right to continue to replace old and/or failing pieces of equipment throughout this contract. Vendors are strongly encouraged to inspect equipment and review the data sheets that they may bid on.

Q 9. Will a dollar amount cap be added per site in which the vendor will NOT BE responsible to cover the cost beyond that point?

A 9. No, a dollar amount cap will not be added per site.

Q 10. *Reference Section 6.7 G.3:* Will this reduction in monthly rate be removed from the solicitation?

A 10. No, the reduction in monthly rate will not be removed from the solicitation.

Q 11. *Reference Section 6.17 H:* Will verbiage that clarifies the time-period and vendor responsibilities be added? Sounds like there is NO true period to identify tube deficiencies.

A 11. The time-period is 120 days. After 120 days the vendor will be responsible for any tube failure not identified by the Eddy Current test.

Q 12. *Reference Section 6.17 item M:* Cost of \$250.00 is extremely low in today's market. Will this be increased to \$750.00?

A 12. No, the cost will remain at \$250.

Q 13. *Reference Section 6.20 item D:* \$90.00 per hour is below the cost of most chiller mechanics in the industry. Most vendors will be operating on a deficit. Will this section be changed to allow each vendor to submit their own additional services hourly rate with the bid submittal?

A 13. No, this section will not be revised to all vendors to submit their own additional services hourly rates.

Q 14. *Reference Section 6.20 Item 1:* Will this be removed from the solicitation?

A 14. The section has been amended please reference Exhibit 1.

Q 15. *Reference Section 6.8 item B:* Please define "emergency" in more specific terms. Current definition is "any loss of cooling, or as otherwise determined by the M-DCPS Authorized Representative.

A 15. Emergency Service: Where an emergency is deemed to exist by a M-DCPS authorized representative, the vendor shall be required to respond with a verbal notice to proceed. .

Q 16. For two-hour response during weekends, Sundays/Holidays, will vendor be able to charge for overtime/double-time?

A 16. No, vendors will not be able to charge overtime/double-time for 2-hour responses during the weekends and Sundays/holidays.

Q 17. Note, this ITB has about 212 schools. Will a site visit be coordinated prior to ITB deadline by MDCPS for all schools included in this ITQ in which all vendors can attend for the purpose of inspecting equipment and becoming familiar with site?

A 17. Vendors will have an opportunity to coordinate site visits with the MSC.

Q 18. Will all the equipment status reports be made available prior to the ITQ deadline?

A 18. All data sheets are attached to this solicitation.

Q 19. Regarding compressor overhauls, are they to be done per recommendation of manufacturer or done as needed based on leaks?

A 19. Chillers under OEM warranties will require overhauls per OEM recommendations. All other overhauls will be on an as needed basis.

Q 20. What if refrigerant becomes obsolete?

A 20. If the refrigerant becomes obsolete, a refrigerant conversion will need to be completed.

Q 21. If a necessary refrigerant conversion is to be done, would the retrofit expenses be an additional service?

A 21. No, the retrofit expenses will not be considered an additional service.

Q 22. If within the 90-day initial period we notify M-DCPS of the possibility of structural issues occurring over the 3yr contract term, will that be an additional service when repair needed?

A 22. Additional services will only be address with any possible structural deficiencies identified within the initial 90 days. After the 90 days, the vendor is responsible for any structural deficiencies.

Q 23. Why are power fluctuations or failure not considered to be external forces when it is out of mechanical vendors control?

A 23. Equipment has working safeties to protect from power fluctuations.

Q 24. What are some examples of additional services/invoices that would be necessary outside of the FP&L contract?

A 24. Please refer to sections 6.17 Included Services, 6.18 Excluded Services and 6.20 Additional Services.

Q 25. If there is additional equipment in chiller plant, such as a fan coil unit, are we to cover in our contract or is that equipment excluded?

A 25. Please refer to section 6.17 Included Services.

Q 26. Please provide a list of the supervisors of each MSC so that we can reach out to them to coordinate site walks.

A 26. No site walks can be conducted.

Q 27. How many Eddy current test has to be performed in each of the chillers for the five year period?

A 27. One test must be performed in each of the chillers.

Q 28. How many visits per year requires the peripheral equipment. Specifically Cooling Towers, pumps, and pneumatic control system.

A 28. Please refer to Section 6.28 Reports

Q 29. Does the annual visit in the chiller involve tube cleaning in the evaporator?

A 29. If it is needed.

Q 30. We are assuming that the chillers from days one are operative, if not Can we have a list of the chillers in the site that requires a deeper diagnosis.

A 30. All chillers will be operational on day one. Keep in mind chillers may fail on day one and the new vendor will be held responsible for repairs.

Q 31. If the equipment are not in the list and at the moment of taking the contract failed what will happen?

A 31. Please see response to question #30.

Q 32. If in the bidding process a contractor is low in more than one REMAC, what condition will be applied to select which one will be awarded. If only one REMAC is deemed to be awarded.

A 32. The contract may be awarded to a Primary Vendor for each Maintenance Service Center (MSC), based on lowest cost, submission of all required documentation, and compliance with the conditions stated herein. Additionally, alternate vendors may be recommended In the event of a Default or significant delivery delays by the Primary Vendor, the entire Contract may be assigned or transferred to a awarded Primary Vendor or Alternate Vendor, all at the discretion of the District.

Q 33. How will EMS issues be resolved on this coming contract since currently this service is being repaired only by putting equipment into By-Pass mode till the EMS department lack of personnel is resolved.

A 33. Should the vendor identify any deficiencies of these controls; the vendor shall immediately notify the M-DCPS authorized representative.

Q 34. If this departmental deficiency is not resolved, who will be responsible for following this up and bringing resolution to the problem.

A 34. The MSC will be responsible for follow up and finding a resolution to the problem.

Q 35. Recording of Pre- Bid meeting video.

A 35. [ITB-23-023-PM PREBID CONFERENCE](#)

Q 36. Tabulations from ITB-18-040-MJ Chiller Service Contract.

A 36. Please see Exhibit 2 and Exhibit 3