1. Who will be responsible for pre-existing corrosion and erosion?

Per section 3.0 INCLUDED SERVICES, Item G. – "Paint shall be maintained where required to prevent deterioration of the equipment." This is an "as is" contract, please bid accordingly.

- 2. During pre-bid inspection of sites if a piece of equipment is non-operational (i.e. out of gas, seal leaking) who will be responsible?
 - a. Who will be responsible?

M-DCPS will attempt to have the current vendor address these issues prior to the expiration of the contract. This does not alleviate responsibility of any existing issues once the new vendor is awarded. This is an "as is" contract, please bid accordingly.

b. Should we bring it to your attention?

These issues should be brought to our attention; M-DCPS will attempt to have the current vendor address the issues prior to the expiration of the contract.

3. In page 16 par A4, it indicates that reports are to be on a monthly basis. This means twelve inspections per year. Please confirm this item because the previous contract was for only six inspections per year.

Yes, it is 12 inspections per year.

4. In page 15, paragraph 3.3-D it indicates that the labor rate for "additional services" will be \$75.00/hr. Yet in item 202 of the bid form it asks the contractor to stipulate a labor rate for "additional services". Please clarify which will be the rate that the contractor will use when additional services are required.

We will not pay more than \$75.00 an hou, r but you are welcomed to bid less than \$75.00 hour

5. The same applies for materials mark-ups. Page 16 paragraph 3.4 E indicates that the mark-up for materials will not exceed 20%. In item 205 and 206 asks that the contractor stipulates what percentage mark-up he will bid. Please clarify.

Mark-Up can be up to 20%, you are welcomed to mark up less than 20%.

- 6. The bid form has two columns related to the Eddy Current Tests. The first indicates the number of tests and the other indicates unit price. Please clarify the following:
 - a) Is the number of tests related to the number of chillers in the facility indicated? If so, we understand that, if the number is "1" it means that there is only one chiller.
 - b) Does the unit price include the cost to test both the condenser and the evaporator bundles?

This is an each price, if a school requires multiple eddy current test it will be multiplied by the each price.

7. We respectfully request that paragraph 3.0-N be deleted from the "Included Services". There is no way that a contractor can forecast when an overhaul or an auxiliary chiller will be needed. Besides adding piping or equipment should not be considered as part of the intent of the contract which relates to the maintenance of the existing equipment.

After review of the term bid, no we cannot remove this item from the term bid.

8. Paragraph 1.4 in page 4 indicates that the contractor is to assume responsibility of the equipment on "as is basis". However, the contractor is instructed to inspect all schools to make sure that they can examine the "as is" conditions. But the contractor can only inspect and determine the conditions of the equipment until the bid date of September 9. Please clarify what happens if between September 9 and the start date of the contract something happens to the previously inspected schools, especially for the schools that at present are not being maintained by outside contractors.

MDCPS will try to have the current vendor address the issues prior to the expiration of the contract. This does not alleviate any existing issues once the new vendor is awarded. Please bid accordingly.

- 9. Page 12, Par 3.0-H, regarding Eddy Current tests and their time line (120 days) after the contract effective date, are to be performed. We question as to whether this item will be granted flexibility, as experience has shown us with the over 100 plus schools that we currently service, over 90% of those Schools have no redundancy, every time one chiller goes down it's a major problem for the School, with two or three chillers in most of the Schools 120 days does not allow for ample time to brush condensers and eddy current test every chiller at every School especially when this specialize work is performed by a very limited resource pool of qualified vendors.
 - A. If a request is made to do the School Eddy Current tests on overtime the price will then need to be adjusted for overtime.
 - B. Will the 120 days as stated become flexible? So that the contractor can perform the tests in a continuous approved schedule with the School board till completed.

Vendors are required to submit Eddy Current Test within 120 days with in some instances may require overtime on schools with no redundancy. Please bid accordingly.

- 10. On the Chiller Service Contract, 3.0 Included Services:
 - On 3.E, rewinding of motors, who are the authorized service centers approved by M-DCPS?

If you are not using an OEM service center, you must submit the name of the company that you will be using for M-DCPS authorization.

➤ On 3.H, Eddy Current testing, who are the M-DCPS approved ECS vendors?

Please see section 3.6 for the Eddy Current Testing Vendor Requirement clarification.

On 3.H, please clarify the underlined statement: "After 120 days the vendor will be responsible for any tube failure not identified by the Eddy Current test. 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 no additional cost to M-DCPS."

Until Eddy Current tests are completed the awarded vendor may be responsible for correcting the deficiency at no additional cost to M-DCPS after 30 days of award and before the Eddy Current Test are completed. Please bid accordingly.

- 11. Can we get copies of the previous Eddy Current Scan from M-DCPS which should have been provided by the vendor as stated on 3.H of the current contract 015-KK06?

 Vendors are more than welcomed to contact the MSC's to schedule a visit to review the Eddy Current Scans.
- 12. Can we get copies of the previous Oil samples reports from M-DCPS?

 Vendors are more than welcomed to contact the MSC's to schedule a visit to review the Oil Sample report.
- 13. Clarification:
 - Do the units price for Annual Cost and Eddy Current Test refers to the totality of the entire equipment per school?
 Annual Cost refers to all the equipment in the schools.
 Eddy Current Tests are an each price.

CORRECT BID OPENING DATE IS SEPTEMBER 10, 2013