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To:

All Vendors

From:

M. Angela Foraker MAFISTA

Executive Director of Procurement

Date:

December 15, 2017

Re:

Addendum #4 for ITB #21236 - 2018 Four Site Preventative Maintenance Program

Below is Addendum #4 for ITB #21236. This addendum supplements and amends the items in the Specifications. This addendum must be noted on the Addendum Acknowledgement Form found on page 18 of the ITB. Failing to acknowledge this Addendum on the Addendum Acknowledgement Form may cause the proposal to be rejected.

Changes include but are not all inclusive to the following:

1. Q: In the invitation to bid the insurance requirements are 1 mill Occurrence and 3 mill Aggregate. In the sample agreement it does not mention the aggregate for Professional Liability? Do we still need the 3mill for Aggregate for the professional Liability since it is not in the sample agreement? We carry 2 mill normally for the Aggregate and I just want to make sure we need to get it increased.

A: Yes, the 3 million for aggregate is required. The Professional Liability requires the following:

Professional Liability

By applicable law \$1,000,000/\$3,000,000

per occurrence/in the aggregate

2. Q: Clarify intent of Addendum #3 Overall Specification (102326) section 1.5: Full Coverage Maintenance. Describe any exclusions.

A: This project constitutes a full coverage maintenance program for specifically noted HVAC equipment or systems under Overall Specification section 1.2; A-4. Specific HVAC exclusions include maintaining or servicing the Building Automation System present in any of the buildings. Coordination with the Controls Contractor or District Systems Integrator may be required, depending on the nature of equipment maintenance required. Refer to Question 4 below for further information on the BAS exclusion.

3. Q: Is the bidding Contractor responsible for refrigerant work?

A: If refrigerant maintenance is included in manufacturer instructions, yes.

4. Q: Is the bidding Contractor responsible for pre-existing conditions? Ex. Equipment currently non-functional or in need of repair.

A: If non-functional equipment is discovered prior to the bid date, repairs for those systems should be included in the Base bid amount for each building or group. A per-site Allowance has been determined to address repair-level work discovered *after* bids are taken. Bidders are to include \$50,000.00 *per building* in their bids to cover potential future repair-level (beyond manufacturer or industry standard maintenance) work required. Repair items billed against the Allowance are to be reviewed and approved by CMSD and AGM before acted upon.

5. Q: Who is responsible for the Building Automation System (Controls)?

- A: CMSD. The bidding Contractor will **not** be responsible for controls at:
 - i. Enterprise Level BAS Including main computers, system software, data & alarm based controllers, master scheduling, etc.
 - ii. Field Level Vendor Controls Main Temperature Control (TC) vendor, DDC panels, TC system software, etc.
 - iii. Applied Device Level Valve actuators, room sensors, TC vendor components, etc. Bidder responsibility for controls is limited to including assessment and coordination functions in cases where equipment-based unitary controls are an integral part of manufacturer based Preventative Maintenance instructions (i.e. Packaged Chillers, Packaged Boilers, packaged Rooftop Units, Variable Frequency Drives, Packaged Make-Up Air Units, Packaged Energy Wheel Recovery Controls, etc.).

6. Q: If a lift is required for work, will one be provided or can the bidding Contractor utilize CMSD owned lifts on-site?

A: No. Contractor is to provide their own lifts, ladders, scaffolding, etc.

7. Q: Are non-maintainable items to be covered under this Preventative Maintenance program? Ex. Water or refrigerant piping.

A: Intent of the PM program is to cover the equipment and systems described, as opposed to not normally maintained infrastructure. This assumes that existing piping is in good condition at present.

8. Q: What controls are in place to assure the proper treatment of cooling and heating water to prevent damage to covered equipment? If damage to covered equipment occurs due to lack of or improper water treatment, how will repair costs be addressed?

A: Initial quarter of PM program is to include a contractor conducted fluid analysis and recommendation for each building. This will be submitted to CMSD for next-step care. Once the PM program year begins, any damage to equipment determined to be from pre-existing fluid deficiencies will be reviewed by CMSD and AGM for repair prosecution through the Allowance or other methods.

9. Q: Is there an arbitration process in place to address potential disputes once the contract begins?

A: No disputes are anticipated if the manufacturer's published recommendations and industry standard care are adhered to. The Allowance for each building is intended to help mitigate this situation.

Please Review and Print Out All Documents For Proper Document Submission(s)