

November 19, 2012



MOTLOW COLLEGE

My Motlow. My Future.

**PURCHASING DEPARTMENT
P.O. BOX 8500
LYNCHBURG, TN 37352-8500**

REQUEST FOR QUOTATION #13-20

PREVENTATIVE MAINTENANCE ON THE R-22 and R-410A REFRIGERANT-BASED AIR CONDITIONING SYSTEMS

OVERVIEW

The requirement exists to outsource contract services for preventative maintenance on the R-22 and R-410A refrigerant-based air conditioning systems for the Motlow State Community College (MSCC). The units covered under this RFQ are in four locations: Moore County, 6015 Ledford Mill Road, Tullahoma, TN 37388; Fayetteville Center, 1802 Winchester Highway, Fayetteville, TN 37334; McMinnville Center, 225 Cadillac Lane, McMinnville, TN 37110; and Smyrna Center, 5002 Motlow College Blvd, Smyrna, TN 37167. The bidder may submit bids on any of the bid options shown below.

GENERAL

Bids are subject to the attached Standard Terms and Conditions and must be received by Thursday, December 13, 2012 at 1:00pm CST. All inquiries should be directed to Camilla Stafford at 931-393-1930 or cstafford@mscc.edu. The quotation and accompanying documents shall be submitted via email to: cstafford@mscc.edu or fax to 931/393-1967. Bids received after this time will not be considered.

SPECIFICATIONS

Bid must be based on attached specifications.

BIDDER INSTRUCTIONS

1. Read and comply as applicable with the Standard Terms and Conditions. A proposal that limits or changes any of the terms or conditions may be considered non-responsive.
2. Each Bidder is to supply at least three (3) references, with contact information, representing users of similar services.
4. No taxes are to be included in any bid price. Appropriate exemption certificates will be furnished to the successful bidder upon request.
5. Responses to the RFQ will be evaluated based upon what is most advantageous to Motlow in price, quality and other factors considered.

Bid/Proposal Submission Requirements:

Use the following as a check list to ensure that all items required for submission under this request for quotation are included in the bid package:

1. Bidder qualifications:
 - Shall be a licensed mechanical contractor in the state of Tennessee; submit proof with proposal.
 - Copy of service personnel qualifications (certified training, years of service, experience, etc.).
 - Must have been in business of mechanical contracting for a minimum of five years.
 - Bidder must carry general liability insurance and worker's compensation as required by law; submit certificates with proposal.
2. Bidder shall submit the following with proposal:
 - Execution of Offer (form attached)
 - Pricing Recap Sheet (form attached)
 - Copy of certificates and qualifications listed in item 1. above
 - Certification Regarding Debarment and Suspension (form attached)
 - Attestation Regarding Personnel used in Contract Performance (form attached)
 - Copy of preventative maintenance check-list sheet that Bidder proposes to use
 - Copy of regular labor rates
 - Copy of emergency labor rates
 - Parts mark-up percentage
 - Cost of R-22 freon/lb
 - Cost of R-410A freon/lb
3. Failure to submit all requested submission requirements will constitute cause for bid/proposal disqualification.

EXECUTION OF OFFER

DATE: _____

I have examined the specifications and instructions included herein and agree, provided I am awarded a Purchase Order within sixty (60) days of the Bid due date, to provide the specified items as described in the specifications and instructions for the sum shown in accordance with the terms stated herein.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE (IN INK) _____

PRINTED NAME _____

TITLE _____

TELEPHONE NUMBER _____ EMAIL _____

Number of Days to Deliver: _____

Prices will be extended to other state, TBR, and UT institutions: Yes _____ No _____

Period of time during which the contract awarded will be available to other institutions
(Minimum 120 Days): _____

PRICING RECAP SHEET

**RFQ #13-20 - PREVENTATIVE MAINTENANCE ON THE R-22 AND R-410A
REFRIGERANT-BASED AIR CONDITIONING SYSTEMS**

PRODUCT SPECIFICATION ITEM #	AMOUNT
Option 1	\$
Option 2	\$
Option 3	\$
Option 4	\$
Option 5	\$

Cash/Time Discounts, if any: _____

Number of Days to Deliver: _____

Prices will be extended to other state, TBR, and UT institutions: Yes _____ No _____

Period of time during which the contract awarded will be available to other institutions
(Minimum 120 Days): _____

SPECIFICATIONS

Contract Scope:

The service contractor shall perform preventative maintenance (PM) inspections on a semi-annual, seasonal, basis making normal preventative maintenance corrections and repairs. The successful bidder will be expected to enter into a contract with MSCC. It is MSCC's intent to enter into a five (5)-year agreement, which shall be for the initial year, with four (4) one (1)-year extensions, pending satisfactory completion of the previous year's contract. MSCC will be the sole determining authority for satisfactory contract completion. MSCC also reserves the right to award the contract as a whole, regardless of the cost of individual area bids, if MSCC determines the cost of logistics related to the supervision and administration of separate contracts to be more costly than that of one contract as a whole.

Bid Options:

Option # 1: A per year bid for all units at the four Center locations.

Option #2: A per year bid for all units at MSCC Moore County only.

Option #3: A per year bid for the units at MSCC McMinnville Center only.

Option #4: A per year bid for the units at MSCC Fayetteville Center only.

Option #5 A per year bid for the units at MSCC Smyrna Center only.

Bidder Responsibilities:

Normal preventative maintenance shall include, but is not limited to:

1. Check and test all operating and safety controls.
2. Meet specifications of original equipment manufacturer.
3. Check and verify correct operation of system in all modes and controls.
4. Check both evaporator and condenser coils for heat exchange efficiency; notify MSCC if cleaning is required.
5. Check refrigerant charge, notify MSCC if charging is required; determine source of leak.
6. Check coils that have been bent out of alignment; notify MSCC if combing is required.
7. Check condition of fan blades.
8. Check blower bearing for wear and lubricate if required.
9. Check condition of blower wheels and adjust as necessary.
10. Lubricate motor bearings or bushings as required by manufacturer.
11. Verify change-over (reversing) valve operation, as appropriate.
12. Check and record amperage draws on blower motors, compressor, condenser fans, evaporator fans and strip heaters.
13. Check and tighten all electrical connections and terminals. Notify MSCC and document all burnt or heat damaged connections/wiring on report.
14. Check condensate drain lines and clean if necessary.
15. For the twenty-three (23) Florida heat pumps at Fayetteville, in the SCAT building, and the Liebert unit on Moore County campus in the computer room -- verify proper operation of the hot-gas reheat (humidifier) circuitry for each unit.
16. For the two (2) Carrier gas-pak units at McMinnville, verify proper operation of the economizer sections and heat for each unit.

17. The contractor will NOT be responsible for cleaning or replacement of air stream filters. Notify MSCC of any clogged or dirty units discovered.
18. Provide emergency repair parts invoice not to exceed a 35% mark-up.
19. Provide qualified personnel, with an EPA universal refrigeration certificate, to ensure proper operation of each unit. Technicians must be certified to work on heat pumps with hot gas re-heat systems for the Florida Heat Pumps and Liebert computer room unit.
20. Be able to respond to the repair call within a 24-hour period.
21. Be available on a 24-hour basis for emergency repair of contracted unit(s).
22. Coordinate with MSCC Facilities Services Department to determine the priority and timeliness of each area's semi-annual service, as well as the priority and timeliness of repair part acquisition, as necessary.
23. Document all corrective actions. Provide written reports of findings during the semi-annual preventative maintenance and operational inspections. Submit for approval a copy of the check-off sheet to be used during each of the semi-annual inspections. MSCC reserves the right to require additional information, as listed above, if not included on the check-list sheet.
24. Completed paperwork must be submitted with, or prior to, service invoice. Payment will not be made unless proper paperwork is completed as contracted.

Unit Descriptions and Locations:

AREA 1 – Moore County Units:

1. LIEBERT Challenger 3000 Downflow ac-unit, R-22: Tag # NT.ACU1. Location: Marcum Technology, Room 263
M/N # BF067A-AAEI: Fan: Emerson 1.5 HP; Voltage 460/3/60: Belt = A37 41.390
Copeland compressor: ZR61K3-TFD-260: S/N: 00K3581AN
Dry-cooler unit: CSF083L.
This unit needs refrigerant level and operations of hot-gas re-heat checked. The remaining portions of normal semi-annual PM's will be completed by MSCC staff. Coordinate with MSCC staff for Operating & Maintenance instructions on this unit; we have a large manual full of information and maintenance logs.
2. Liebert Challenger 3000 Down Flow ac-unit, R-22: Tag NT.ACU2. Location: Marcum Technology, Room 261
Model # BF067A-AAEIS266
Serial # 972266-001
Fan H.P. 1.5, Voltage 460, Compressor Model # 2R61KC-TFD-260,
Serial # 07CD7479N
3. BASEBALL
Outdoor - Gibson Model # JT4BD-060K, Serial # JTA120600020
Indoor – Model # B6BMM060K-C, Serial # B6D120723179, R-410A
Voltage 1PH 208/240/1
5 Ton
4. SOFTBALL
Outdoor – Tempstar Model # N2H34BAKB200, Serial # E083306495
Indoor – Model # FSU2X4800A, Serial # A070288107
5 ton, Voltage 208/240/60/1, R-22

AREA 2 – McMinnville Center R-22 System (year round operation):

1. 40-Ton Trane split system: Condenser units, Two (2) 20-ton units
Tag # MCM.CU1, Rheem M/N RAWE-241CAZ942, (MFD 04/02).
S/N 6750F170216434; Voltage: 208VAC/3/60.
Tag # MCM.CU2, Rheem M/N RAWE-241CAZ949 (MFD 01/02).
S/N 67501040214061; Voltage: 208VAC/60/3.
Air handling unit: Trane, Unit type CCD8218806, S/N K87M29176.
2. 4-Ton Carrier gas-pak unit, Tag # MCM.ACU1
M/N 48HJE006-5; S/N 4895G20473; Voltage: 208/60/3, with economizer section.
3. 4-Ton Carrier gas-pak unit: Tag # MCM.ACU2
M/N 48HJE006-5; S/N 4895G20461; Voltage: 208/60/3, with economizer section.

AREA 3 – Fayetteville Center R-22 System (year round operation):

1. 40-Ton Carrier split system: Original building.
Condenser unit: Carrier Corp., M/N 38AE-044-511; S/N 5291F81371
Air handling unit: Carrier Corp., M/N 39ED9; S/N 5041T34747
2. Twenty Three (23) Closed-loop ground-source geothermal heat pumps: SCAT building.
Florida heat pumps, with hot-gas re-heat (humidifier).

AREA 4 – Smyrna Center System (year round operation):

1. Eighteen (18) Closed-loop ground source geothermal heat pumps; Trane heat pumps with hot gas reheat.
2. One (1) Desert Aire makeup air unit, M/N QV25G4E31490; S/N 4105E15743

Notes:

1. **MSCC McMinnville**, the proposal will be submitted for the refrigerant system portion of the building's main HVAC system, up to and including the expansion valves and evaporator coils, as well as both of the package units for rooms MC119 and MC120.
2. **MSCC Fayetteville**, the proposal will be submitted for the refrigerant system portion of the original building's HVAC system, up to and including the expansion valves and evaporator coils, as well as each of the 23 ground-source heat pumps of the SCAT building.
3. **MSCC McMinnville and Fayetteville**, on the main central building systems, MSCC will be responsible for the AHU fans and beyond.
4. **MSCC Smyrna**, the proposal will be submitted for the refrigerant system portion of each of the 18 ground-source heat pumps of the Smyrna building and (1) make up air unit, Desert Aire.

Facility Address and Point of Contact:

Mailing address: Motlow State Community College
P.O. Box 8500; Dept. 180
Lynchburg, TN 37352-8500

REQUEST FOR QUOTATION STANDARD PURCHASING TERMS & CONDITIONS

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
- f. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the RFQ Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- g. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- h. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- k. Alternate/multiple bids will not be considered unless specifically called for in the bid.
- l. **Bond requirements.** The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
- m. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$25,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.
- n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o. **Failure to Bid/Error in Bid.** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. INSPECTION. All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. ACCEPTANCE AND AWARD. The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

- a. Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
- b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
- c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
- d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
- e. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

4. DISCOUNT PERIOD. Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. DEFAULT OF SELECTED VENDOR. In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. INSPECTION OF PURCHASES. Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

7. TAXES. Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION. The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

9. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT. Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and TBR Policies and Guidelines, Institution may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. PURCHASING POLICIES/BID PROTESTS. This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.state.tn.us) and Institution (available upon request). Bid protest procedures are available at:

http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-02-10-00.htm

11. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The CONTRACTOR certifies, to the best of its knowledge and belief, that it, its current and future principals:

- a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b) Have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses detailed in section b. above;
- d) Have not within a three (3) year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Motlow State Community College shall provide immediate written notice to the State if at any time it learns there was an earlier failure to disclose information or that due to changed circumstances, the principals of this CONTRACTOR are excluded or disqualified.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, *U.S. Code*.

Contractor Name

Name of Certifying Official

Signature

Date

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature: _____ Date: _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.