



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL #3434-2

Annual Chiller Maintenance Services

Proposal Due Date
November 29, 2018 3:00 P.M. (local time)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #3434-2

Annual Chiller Maintenance Services

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	November 8, 2018
Proposals Due	November 29, 2018
Proposed Contract Award	January, 2019

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ACKNOWLEDGMENT OF RECEIPT

RFP #: 3434-2

Description: Annual Chiller Maintenance Services

Please provide the requested information below as acknowledgment that you have received our Request for Proposal noted above. To ensure receipt of any future addenda and to remain in our vendor database it is **strongly recommended** that interested Bidders complete this acknowledgment and return email to keith.killourie@domail.maricopa.edu even if you do not intend to submit a proposal.

All addenda/amendments will continue to be posted on our website at <https://procurement.maricopa.edu/>

Failure to sign and return the "Acknowledge of Receipt" will result in your company not being sent any addenda to this RFP. Addenda may significantly alter the specifications of this RFP which could result in your proposal being deemed unresponsive if this form is not returned.

Name of Firm: _____

Address: _____

Tel #: _____ Fax #: _____

E-Mail: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE: Failure to respond to this acknowledgement **may** result in your company's removal from our bidder's mailing list for this commodity.

() We will not be responding to this solicitation please retain us on the bidder's mailing list.

1. GENERAL

1.1 INTRODUCTION

The Maricopa Community College District wishes to identify and hire a Contractor or Contractors to provide preventive maintenance and services for central plant chillers located at its facilities. Contractor(s) selected also may be used for other, non-preventive, repair and service work on the chillers at the facilities' option.

No formal pre-proposal meeting will be held. If firms wish to review any of the chillers or locations in person, they can contact the college Director of Buildings and Grounds, whose name and phone number is listed in Attachment C.

Proposing firms shall not make any direct contact with any MCCCCD staff regarding this RFP, except for the Campus Contacts listed below, once this RFP is issued. Any deviation from this policy or attempt to directly contact or influence any Maricopa County Community Colleges employee or his/her representatives, from the issue of this RFP until final award, may result in disqualification of the Proposer.

1.2 MCCCCD DISTRICT MAKE-UP

MCCCCD comprised of ten colleges, and numerous education centers dedicated to educational excellence by meeting the needs of the businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District (MCCCCD or District). The MCCCCD is one of the largest higher education systems in the nation. As the largest provider of health care workers and job training in Arizona, it is a major resource for business and industry and for individuals seeking education and job training. More than 200,000 students attend the Maricopa Community Colleges each year taking credit and non-credit courses. MCCCCD employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

1.3 HISTORY

MCCCCD ranks as one of the nation's largest systems of its kind and is the largest single provider of higher education in Arizona. MCCCCD educates and trains thousands of students year-round. What's more, thousands of employees from both local and relocating businesses and industries are enrolled in customized workforce training programs with the MCCCCD system. MCCCCD's administration, faculty and staff are committed to working collectively and responsibly to meet the life-long learning needs of our diverse students and communities.

A seven member governing board governs MCCCCD. Five members are elected from geographical districts within Maricopa County, while two are elected on a countywide basis. The chief executive officer of MCCCCD is the Chancellor; and a president heads each of the colleges. MCCCCD is a political subdivision of the State, and the elected governing board has the power to levy taxes. Funding comes from property taxes, student tuition, and federal, state and private grants.

1.4 STRATEGIC PARTNERSHIPS

In addition to providing the services listed in this Request for Proposal, MCCCCD is continually seeking to expand its relationships with contractors who may evolve into a strategic partner. We are seeking

companies that can help expand the boundaries of what has been thought of as traditional staffing contracts by infusing the program with new concepts, out-of-the box thinking, and value-added offerings that may not have existed before.

1.5 VALUE ADDED OFFERINGS:

MCCCD would be interested in receiving any suggestions that would bring added value to this contract. Previous sources of State revenue support have been cut and since 2015 MCCCD has not received any State funding to support our operations. In order to continue to provide the quality of education our students deserve MCCCD is open to considering new resources and ideas to help alleviate these short-falls. These proposals may be a one-time occurrence or recurring in nature, revenue producing (such as incentives or rebates) or other offerings that would bring added value to our organization. Provide details how leveraging a strategic partnership with your company can assist MCCCD in achieving our goals. Creative solutions are encouraged and should be clearly labeled in the proposal as an attachment.

Potential value added offerings may be proposed in general in the attachment but will not be reviewed and considered until after the competitive evaluation process has been completed. Once a susceptibility of award is determined by the evaluation team further negotiations regarding these added value offerings may occur and must be completed prior to a final contract award.

The negotiation of any of these offerings is separate from the evaluation process. Changes / additions to these offerings may be made if agreed upon in writing by both parties and included as a signed contract amendment.

MCCCD reserves the right to exclude items offered under this section from co-operative use unless also agreed upon by the awardee.

2. PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

Per the attached specifications, the District intends to award a contract to one or more Contractors, whichever is in its best interest, to provide comprehensive semi-annual and annual preventative maintenance for centrifugal, screw, scroll and reciprocating type chillers located throughout the District.

MCCCD has a total of 44 chillers listed for this RFP, 8 McQuays, 2 Daikins, 6 Carriers, 3 Tranes, and 25 Yorks.

Locations, sizes, age and model numbers are listed in the specification. Colleges voluntarily participate in this program and by award of any subsequent contract, there is no guarantee that a Purchase Order will be issued for every chiller or every location in the District.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Mr. Keith Killourie, Senior Procurement Analyst
(480) 731-8518 FAX (480) 731-8190
E-Mail: keith.killourie@domail.maricopa.edu

*Questions must be sent by e-mail. Questions will only be accepted until **November 16, 2018**. We will not respond directly to the company asking the question. All questions received within the question period will be acknowledged even if an answer cannot be provided. Responses to the questions received by the deadline will be answered in the form of an addendum and posted to our web site. The addendum will also be sent to all known potential respondents, based on returned Acknowledgement of Receipt forms, on/about **November 20, 2018**.*

2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

The Proposal packet must contain one (1) printed original, five (5) printed copies of the proposal and one (1) copy in PDF Format on a USB flash drive. The original must be clearly marked "Original" and the Proposal submission must be delivered Sealed.

The Proposals must be addressed to and received at the Main Reception Desk of MCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (local time), November 29, 2018**. Proposals received after this time and date shall not be considered and will be returned unopened. When delivering your bid/proposal please allow for sufficient time to check in through the Security Desk.

The following information must be clearly visible on the outer most Proposal Packaging:

Request for Proposal # 3434-2, ANNUAL CHILLER MAINTENANCE SERVICE
Proposal Closing Date: November 29, 2018 Time: 3:00 p.m. (local time)

NOTE: If you are hand carrying or having a proposal package hand delivered, you or the delivery agent should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. This applies to any other method of delivery (FedEx, UPS, USPS, etc.) as well. Late proposals will not be accepted or considered for award. **Regardless of the method of delivery, it is your responsibility to insure on-time delivery of the proposal package.**

In submitting your proposal, make sure that it complies with Part IV – Proposal Requirements, Paragraph 4.3 – Deviations from RFP – to the extent that that paragraph is applicable to the terms of your submission.

2.4 AWARD DETERMINATION

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. The District reserves the right to negotiate a contract with the selected awardee. Even after the execution of a contract document or Notice of Award, the selected vendor may not initiate contract performance or incur any contract costs until it receives a District-issued purchase order or Procurement Card.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. Unless it is critical for the evaluation of a proposal, the District discourages the submission of proprietary information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District's Purchasing Manager will review all proprietary information after the proposals are opened and, in conjunction with District General Counsel, make a determination if the information provided meets the classification as proprietary. If the information cannot be classified as proprietary by the District, the Proposer shall be notified and provided to the opportunity to redact that information from their proposal. Any redacted information will not be considered when evaluating the proposal. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals will not be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No proposal shall exceed fifty (50) typewritten pages in length plus any pricing schedule(s), exhibits, resumes, or attachments.

2.7 PROPOSER MODIFICATIONS TO PROPOSALS

No modifications to proposals are permitted by the proposer after the published RFP opening date and time. Proposals may be modified after delivery, but before opening, by requesting that they be returned. Modifications must be made and the response returned by the published date and time.

2.8 WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their proposal by written request at any time prior to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 PROPOSAL COSTS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

2.10 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated.

2.11 AWARD WITHOUT DISCUSSION

The District reserves the right to make an award(s) without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

2.12 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible after evaluation of the proposals. A written Notice of Award with a specific contract start date will be made prior to commencement of performance. It is the intention of MCCCCD to award a contract period of five years, ending June 30, 2023. However, if a mutually beneficial strategic agreement can be reached that would benefit from a longer term, those terms will also be considered.

2.13 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. Addenda will also be posted to the proposal documents on the Purchasing website located at <https://procurement.maricopa.edu/>

2.14 NON-COLLUSION

The District encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the District's needs and the accomplishment of a sound economical operation. The Proposer's signature on its proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude the District from obtaining the lowest possible competitive price.

3. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, the other provisions of the RFP and amendments to it, the Proposer proposal, and MCCCDC's purchase order terms ("Contract Documents") along with any engagement letter will constitute the provisions of the contract between MCCCDC and successful Proposer ("Contract"). MCCCDC reserves the right to negotiate with the successful Proposer and modify any of the provisions of the Contract upon mutual written agreement of the parties. The RFP, amendments to it, and MCCCDC's purchase order terms will take precedence over any inconsistent terms in a proposal or other documents. The term "days" as used in this Contract means business days, unless otherwise specified.

3.1 PARTIES TO AGREEMENT

The Contract shall be between the Maricopa County Community College District and the successful Proposer ("Contractor").

3.2 LIABILITY FOR TAXES

The Contractor is responsible for paying all taxes applicable to its operations, business property and income. MCCCDC shall not be liable for any tax imposed either directly or indirectly upon the Contractor, except that MCCCDC will pay as part of the Contract price any transaction privilege or use tax assessed on Contractor's provision of the services or materials under the Contract.

3.3 FORCE MAJEURE

If the performance of a party under this Contract is interrupted or suspended due to riots, war, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must promptly deliver notice to the other party identifying the Force Majeure and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. Alternatively, the parties may agree to extend the term of the Contract for a period of time equal to the time equal to the Force Majeure.

3.4 CONTRACT ASSIGNMENT

Contractor may not, in part or in whole, subcontract (except as otherwise specified in Contractor's proposal to the RFP), delegate or assign this Contract without the prior written permission of a representative of MCCCDC authorized to sign contracts.

3.5 NO WAIVER

MCCCDC's failure to notify the Contractor or to object to the Contractor's non-compliance with the terms of the Contract shall not be deemed a waiver of MCCCDC's right to demand compliance with the Contract or to terminate the Contract for breach for the Contractor's subsequent non-compliance with any term of the Contract, or its repeated failure to perform according to the Contract.

3.6 FINANCIAL TRANSACTIONS

If the Contractor is responsible for handling any type of financial transaction for MCCCDC, the Contractor shall demonstrate annually, as applicable, that it complies with the Statement on Standards for Attestation Engagements (SSAE) No. 16, known as SSAE 16, established by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA). The Contractor shall provide its annual report, as applicable, on a reporting form or forms adopted as part of SSAE No. 16 no later than 30 days after MCCCDC requests it in writing.

3.7 CONTRACT EXTENSION

Should the RFP provide options for extending the Contract beyond its initial term, MCCCDC reserves the right to exercise those options without prior written notice and by the issuance of a purchase order or Procurement card to

the Contractor. If the Contractor does not wish to renew the Contract, it must submit a written notice of its desire to cancel, which must be received by MCCC'D's Purchasing Department no later than ninety (90) days prior to the end of the current term.

Notwithstanding that the Contractor has sent a notice of intent not to renew, MCCC'D reserves the right to unilaterally extend the Contract for a period of sixty (60) days beyond the final option term of the contract should it be determined it is in the best interests of MCCC'D to do so.

3.8 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

If Contractor has access to students' educational records, Contractor shall safeguard those records and limit its employees' and/or agents' access to the records to those persons for whom access is essential to the performance of this Contract. Contractor is prohibited from disclosing those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCC'D and Contractor to release the information according to the authorization. At all times during this Contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects and shall be responsible for ensuring that any subcontractors involved in the Contract work also comply.

3.9 INSURANCE REQUIREMENTS

Contractor will maintain during the term of this Contract insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A-VIII or better. Before the start of Contract performance, Contractor will furnish the college/district with certificates of insurance evidencing the coverage, conditions, and limits required by this Contract. Certificates of insurance will be requested via email and must be attached to a response email to the following address:

insurancecertificates@domail.maricopa.edu

The insurance policies, except Worker's Compensation and Professional Liability, if applicable, must be endorsed as required by this written contract to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement in favor of Maricopa County Community College District, its agents, officers, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

In the event any professional liability insurance is required by this Contract and is written on a "claims made" basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Contractor's work or services must be evidenced by annual certificates of insurance. Each insurance policy required by the insurance requirements of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the e-mail specified in this Paragraph, except where cancellation is for non-payment of premium, in which case ten (10) days' prior notice may be given. Such notice should be sent directly to the e-mail specified in this Paragraph. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify MCCC'D at the e-mail specified in this Paragraph of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCC'D will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Contract shall be made by the MCCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Property \$50,000¹
- Each Occurrence \$1,000,000

B. Commercial Auto Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

C. If applicable, Worker's Compensation insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

D. If either of the boxes in Paragraph 2-B are checked, Professional Liability insurance covering acts, errors, mistakes, omissions rising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than:

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000²

E. If Contractor will be hosting, uploading, inputting, or transferring Confidential Information to Contractor technology devices, or will have or possibly have access MCCCCD's technology systems as identified in Paragraph 4, Network Security and Privacy Liability coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by MCCCCD or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for MCCCCD or on behalf of MCCCCD hereunder. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed

¹ May change depending on the type of risk.

² May change depending on the type of risk.

during the term of the agreement. MCCCCD shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.³

3.10 INDEMNIFICATION

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Contract, or from the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. If applicable, Contractor will also indemnify, defend and hold harmless MCCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's Services under this Contract violates the claimant's property rights. Contractor will be responsible for obtaining any intellectual property consents necessary to provide the Services. The requirements in Paragraph 3 will not be construed as limiting the scope of this indemnification.

3.11 OBLIGATIONS TO PROTECT CONFIDENTIAL INFORMATION

MCCCCD information that is required to be kept confidential will be kept so in perpetuity.

For purposes of this Contract, Confidential Information is defined as any and all MCCCCD information and data whose collection, sharing, dissemination, use, preservation, disclosure, protection, storage, destruction and/or disposition is governed by federal, state, local and/or international law or regulation. Confidential Information includes, but is not limited to, Social Security Numbers, student records, student financial records regarding students (or their parents or sponsors), financial and personal information regarding MCCCCD employees and students, personal health information (as defined by the Health Insurance Portability and Accountability Act of 1996), and other personally identifiable information identified by applicable law or regulation. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCCD such as institutional financial and performance records.

3.11.1 Confidential Information does not include (i) information the receiving party already knows, (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Contract, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

3.11.2 If the Contractor potentially has access to MCCCCD Confidential Information under this Contract, Contractor agrees that Confidential Information provided to it, or to which it may have access, during the provision of service, will be used only and exclusively to support the service and service execution and not for any other purpose. Such use will not include examining data for targeted marketing either within the confines of the service or external to the service (e.g., keyword indexing). Contractor may use aggregate statistics on service usage to enhance or optimize the functionality of the service provided under the contract.

3.11.3 Contractor will limit access to Confidential Information to its employees with a need to know the Confidential Information to carry out the activities under this Contract and will instruct those employees to keep the information confidential. It is understood, however, that Contractor may disclose the MCCCCD Confidential Information on a need-to-know basis to its subcontractors who are performing services, provided those subcontractors have executed confidentiality agreements and have agreed to materially the same or greater security obligations as Contractor provides with respect to MCCCCD Confidential Information hereunder, and further provided that Contractor shall remain legally and financially liable for any unauthorized disclosure of the MCCCCD Confidential Information by those subcontractors.

³ May change depending on the type of risk.

If a Contractor staff person or Contractor subcontractor potentially will have access to MCCCCD's network, facilities, data, Confidential Information, and/or Sensitive Information,⁴ they may not perform any work involving such access until they have received MCCCCD's privacy and security training, and/or accepted and agreed to adhere to MCCCCD's privacy and security policies and procedures.⁵ If exigent circumstances are presented, all or part of this requirement may be waived in writing by MCCCCD's Chief Privacy Officer or General Counsel.

3.11.4 As specified in Paragraph 3.8 addressing the Family Educational Rights and Privacy Act, Contractor understands that it may have access to student educational records, under this Contract. MCCCCD designates Contractor and its employees and/or agents as an organization conducting certain studies for or on behalf of MCCCCD for purposes of the Family Educational Rights and Privacy Act of 1974. Contractor shall safeguard those records and limit access to those records to only its employees and/or agents whose access to them is essential to the performance of this Contract. Contractor will not disclose those records without the prior written authorization of the student and/or the parent of a student who is a minor permitting MCCCCD and Contractor to release the information according to the authorization.

3.11.5 At all times during this Contract, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion and at rest.

3.11.5.1 These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them, as long as they meet or exceed MCCCCD's information security and privacy policies and procedures as previously described herein. Contractor will supply the appropriate MCCCCD representative with copies of those policies and plans upon request.

3.11.5.2 Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing services to MCCCCD. Contractor will supply the appropriate MCCCCD representative with copies of those policies upon request.

3.11.6 Contractor will inform MCCCCD's Chief Privacy Officer and the Office of General Counsel by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its contractors/agents has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, at which point MCCCCD internal and/or external legal counsel will determine any additional information needed or steps to be taken, and will make a legal determination regarding its course of action. Any such notice will provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor will keep the MCCCCD Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available, and will

⁴ Sensitive Information is information that is so deemed under applicable law. Personally identifiable information, personally identifiable education records, individually identifiable health information, personally identifiable financial information and payment card information are examples of Sensitive Information covered under the Arizona Revised Statutes (ARS), Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), Gramm-Leach-Bliley Act (GLBA aka Financial Services Modernization Act of 1999) and Payment Card Industry Data Security Standard (PCI DSS), respectively.

⁵ See, e.g., **MCCCCD Statement on Privacy** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.22-statement-on-privacy>; **MCCCCD Written Information Security Program** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.23-written-information-security-program>; and **MCCCCD Information Security Incident Response Plan** at <https://chancellor.maricopa.edu/public-stewardship/governance/administrative-regulations/4-auxiliary-services/4.24-information-security-incident-response-plan>.

communicate such information in a manner that maximizes the extent to which the attorney-client privilege and/or work product attaches to these communications. Furthermore, any such notice and all communications concerning a situation for which notice is provided are part of the confidential joint response of Customer and Contractor,

3.11.7 Contractor agrees to mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Contract by Contractor or its subcontractor.

3.11.8 For purposes of this Contract, “security incident” means the unauthorized access and/or misappropriation of Confidential Information. If in the event that applicable law requires notification to individuals or others of such a security incident or such incident places individuals at an actual risk of harm, Contractor will (i) be completely accountable and responsible, financially and otherwise, at no cost to MCCCCD, (ii) provide assistance with the drafting and mailing of such notifications, (iii) retain a mutually agreed upon vendor to provide notification and call centering services, and (iv) offer to provide two (2) years of industry standard credit monitoring, identity theft restoration services and identity theft insurance to each affected individual at no cost to Customer or such affected individual. The requirement to offer such monitoring and insurance will only exist for individuals in those jurisdictions where such products are available.

3.11.9 If as result of the Contractor’s systems, actions, and/or omissions, if a suspected or actual breach involving personally identifiable information or protected health information occurs, Contractor will obtain a mutually agreed upon vendor to provide at no cost to client forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis. Contractor shall indemnify, defend and hold MCCCCD, its agents, officers, officials, employees and volunteers harmless from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) of any kind relating to the disclosure of personally identifiable information caused by the negligent or intentional acts or omissions of the Contractor, its agents, employees, or any tier of Contractor’s subcontractors in the performance of this Amendment. Contractor will indemnify, defend and hold MCCCCD harmless from claims of any kind relating to the disclosure of MCCCCD Confidential Information caused by a possible or actual security infiltration or exfiltration involving technology of the Contractor, its agents, employees, or any tier of Contractor’s subcontractors.

3.11.10 To the extent that Contractor transmits or processes Confidential Information outside of the United States, it agrees to comply with the data security and privacy laws of each country through which such information is transmitted or processed, as well as the data security and privacy laws of the jurisdictions of residence for the individuals whose data is used by Contractor.

3.11.11 If applicable, during the term of the Contract, Contractor will be required to promptly update and resubmit the **MCCCCD External Entity Due Diligence Questionnaire** to the RFP if it makes any revisions to its practices and policies that materially change its responses to that attachment.

3.11.12 If Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract hosts or maintains MCCCCD Confidential Information on its technology, Contractor warrants and confirms that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

3.12 RECORD AND DATA RETENTION, OWNERSHIP, ACCESS AND DECOMMISSIONING

3.12.1 As a political subdivision of the State of Arizona, MCCCCD is subject to applicable laws related to the inspection and production of public records. A public record entails any record, either paper or electronic, made by a public officer (including members of the Governing Board, faculty, staff and administrators) and kept as a memorial of an official transaction. Pursuant to Arizona Revised Statutes §41-151.12, MCCCCD must retain records according to established retention periods. Records required for ongoing or foreseeable official

proceedings such as audits, lawsuits or investigations must be retained until released from such official proceedings. Thus, if applicable, the Contractor's hosted system shall have the ability to:

- A. Archive records according to variable time periods/life cycles;
- B. Search and retrieve records based upon content;
- C. Place a litigation hold on records to ensure that they are not deleted;
- D. Grant direct access to MCCCCD for its own search and production of records;
- E. Preserve meta data;
- F. Produce electronic records in their native format; and
- G. Comply with the Americans with Disabilities Act.

3.12.2 MCCCCD owns all of the records and data of which Contractor has custody on MCCCCD's behalf. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Contract or, if the Contract is silent, without the express written approval of an authorized MCCCCD representative. Contractor will work with MCCCCD to transfer all of MCCCCD's records and data to MCCCCD on the termination or expiration of this Contract.

3.12.3 Contractor agrees to provide MCCCCD access to records and Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice. Further, Contractor agrees to make amendments to Confidential Information as directed by MCCCCD and will maintain a record of those changes.

3.12.4 Contractor agrees to maintain, and provide to MCCCCD if requested, a record of when and to whom Confidential Information is disclosed.

3.12.5 MCCCCD agrees to provide Contractor with adequate notice of any further limitations or restrictions on the use of Confidential Information, and modifications to the amendment of records or accounting of disclosures.

3.12.6 Confidential Information of the disclosing party will be returned to the disclosing party or securely destroyed promptly upon request of the disclosing party without retaining any copies thereof, with any destruction confirmed in writing by receiving party, with any destruction confirmed in writing by receiving party, except to the extent copies are required by law to remain with Contractor.

3.13 PERMITS

The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws.

3.14 PROVISION OF SUPPLIES, MATERIALS AND LABOR

The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services or materials it supplies under this Contract, or in subsequent extensions or amendments.

3.15 CONFLICT OF INTEREST

Notice is given of Arizona Revised Statutes §38-511 under which MCCCCD may cancel a contract without recourse for any conflict of interest described in that law.

See: <http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/38/00511.htm&Title=38&DocType=ARS>

3.16 SAFEKEEPING OF RECORDS

Contractor shall keep in a safe place all financial and performance records and statements pertaining to this Contract for a period of three (3) years from the close of each term of the Contract.

3.17 AUDITS

Contractor shall make available during normal business hours and with advance notice from MCCCCD all records pertaining to the Contract for purposes of audit by MCCCCD staff or other public agencies having jurisdiction over or audit rights involving the expenditure of MCCCCD funds.

3.18 UNAUTHORIZED COSTS OR COSTS OUTSIDE SCOPE OF AGREEMENT; TRAVEL

Costs or expenses of the Contractor relating to its performance of this Contract that are not included in the Contract price or are not authorized by the Contract are the sole responsibility of the Contractor and not of or reimbursable by MCCCCD. If the Contract specifies that MCCCCD will reimburse the Contractor a specific cost, Contractor may not charge MCCCCD that cost without MCCCCD approving a prior estimate of it. Additionally, MCCCCD reimburses travel and related expenses only at the rate that it reimburses its employees.

3.19 NON-DISCRIMINATION

Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans With Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, age, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability. MCCCCD also prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, citizenship status (including document abuse), disability, veteran status or genetic information.

3.20 COMPLIANCE WITH IMMIGRATION LAWS; LEGAL WORKER'S ACT

The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's noncompliance. To the extent applicable to this Contract under Arizona Revised Statutes § 41-4401, Contractor warrants on behalf of itself and its subcontractors that it verifies the employment eligibility through the e-verify program of any employee it hires and complies with federal immigration laws and regulations relating to their employees. The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments to it) and shall indemnify, hold harmless, and defend MCCCCD from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance with that law. Additionally, Contractor agrees to abide by all applicable laws that apply to it and this Contract, including executive orders of the Governor of the State of Arizona.

3.21 CONTRACT TERMINATION

MCCCCD may terminate this Contract for convenience by giving Contractor 15 days' written notice of termination. MCCCCD may terminate this Contract for the failure of the Contractor to perform according to the Contract by giving the Contractor 10 days' written notice of the failure to comply. MCCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

3.22 BREACH CURE; REPLACEMENT

The Contractor shall perform all requirements of the Contract in a manner consistent with the highest industry or professional standards. If MCCCCD provides the Contractor with a 10-day written notice, Contractor must take immediate action to correct the deficiency identified in the notice. Contractor's failure to cure the deficiency within 10 days of receipt of the written notice will result in termination of the Contract. If, in MCCCCD's sole discretion, the Contractor diligently pursues correction of the default and correction cannot be completed in 10 days, MCCCCD may extend the time for curing the default by providing the Contractor with written notice of the

extension before the end of the 10-day period. MCCCCD is entitled to exercise all of its remedies under applicable law and in equity relating to Contractor's breach.

3.23 INTERPRETATION

The parties intend this Contract to express their complete and final agreement.

3.24 RISK

The Contractor assumes all risks due to any unfavorable conditions within its indirect or direct control except Force Majeure. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known before entering submitting its proposal on which this Contract is based, under a scope of work issued under this Contract, or, if applicable, at the time of individual purchases under this Contract..

3.25 WORK TO BE PERFORMED BY OTHERS

MCCCCD reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

3.26 PURCHASES OF OTHER PUBLIC ENTITIES

MCCCCD has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements and with the concurrence of the Contractor, other public entities that are members of these associations or any entity within MCCCCD may purchase services or materials, as applicable, off of this Contract unless Contractor explicitly specified in its proposal that it did not want to make the Contract available other than to MCCCCD. This provision applies only to contracts that are for the provision of services or supplies on an "as-needed" basis throughout the contract term, and not to contracts for specific projects or one-time purchase where the contract expires on the completion of the project or the purchase.

Cooperative purchasing on this contract is not considered permissible until MCCCCD and Contractor execute a separate Cooperative Purchasing Agreement that shall be attached to the contract as an amendment.

3.27 PAYMENT

MCCCCD will pay for services or materials under the Contract after the Contractor has supplied them and only after the Contractor submits a detailed invoice referencing a purchase order or Procurement card, itemizing the services/deliverables or materials provided and specifying the dates that they were provided. MCCCCD may request supporting documentation for an invoice. Where the Contractor is to provide services or materials over a period of time, such as for a project, MCCCCD may agree to pay progress payments. If approved, progress payments will be paid in arrears and require that the Contractor submit the detailed invoice specified in this clause. MCCCCD reserves the right to dispute an invoice or make partial payment based on the Contractor's failure to perform the Contractor's work according to the Contract, including for lack of timeliness or failure to provide deliverables. **CONTRACTOR MAY NOT BEGIN WORK UNDER THE CONTRACT NOR WILL ANY PAYMENT BE MADE WITHOUT THE CONTRACTOR RECEIVING A SIGNED PURCHASE ORDER OR PROCUREMENT CARD FROM THE MCCCCD PURCHASING DEPARTMENT.**

3.28 BILLING

If MCCCCD permits the Contractor to receive progress payments, Contractor may only invoice in increments of 30 days or more. The monthly billings should be submitted to the "BILL TO" address or "E MAIL" address shown on the purchase order.

3.29 ADVERTISING AND PROMOTION

The name or logos of the MCCCCD or those of any of the colleges, skill centers, or programs under MCCCCD's jurisdiction shall not be used by Contractor except as may be required to perform this Contract and only as approved under MCCCCD's "Use of MCCCCD Marks" regulation at:

<https://district.maricopa.edu/regulations/admin-regs/section-4/4-19>

3.30 UNAVAILABILITY OF FUNDS

MCCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the specific program that is the subject of this Contract. MCCCCD shall give Contractor prompt written notice after it knows that funding will not be available.

3.31 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to waive MCCCCD's sovereign immunity under the laws of the State of Arizona.

3.32 APPLICABLE LAW

The laws of the State of Arizona apply to every aspect of this Contract.

3.33 PROPERTY RIGHTS

Except for pre-existing works of the Contractor or works of third parties for which Contractor has the permission to supply to MCCCCD under this Contract, MCCCCD shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to MCCCCD.

3.34 DOCUMENTATION OF ANALYSES TO SUPPORT FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

To the extent that the work under the Contract requires the Contractor to make findings, conclusions or recommendations to MCCCCD, the Contractor shall retain during performance and provide to MCCCCD detailed analyses relating to each of its findings, conclusions or recommendations, whether or not the analyses support or are inconsistent with the findings, conclusions or recommendations. Unless specified in the subsequent Parts of this RFP, Contractor shall provide that documentation separately but at the same time that it presents its findings, conclusions and recommendations. MCCCCD reserves the right to withhold or deduct payments otherwise due to Contractor if it fails to provide the detailed analyses. In some instances, Contractor may be directed to prepare its findings, conclusions and recommendations under the direction of the Office of the General Counsel. In those instances, Contractor will submit its findings, conclusions and recommendations in a manner that maximizes the extent to which attorney-client privilege and work product protections apply to such deliverables.

3.35 NOTICES

Notices to MCCCCD under this Contract shall be made in writing, and sent via certified mail, return receipt requested, or any other commercially reasonable method by which MCCCCD is required by the deliverer to acknowledge receipt to: Purchasing Manager, Maricopa Community Colleges, 2411 West 14th Street, Tempe, Arizona 85281-6942.

3.36 REVISIONS TO THE CONTRACT WORK OR PRICE

Contractor is on notice that the only MCCCCD representatives who may authorize revisions to the Contract are employees at MCCCCD's District Office who are authorized to sign contracts. Revisions include deletions of or additions to the work, alterations of performance time, or changes in pricing. Any revision must be reflected in a written amendment to the Contract that is signed by a representative of MCCCCD authorized to sign contracts. The person requesting a revision in the Contract, whether it is the Contractor or an MCCCCD employee, must provide the authorized MCCCCD representative with documentation to support the requested change. It is the Contractor's

responsibility to ensure that revisions of the Contract have been appropriately authorized before proceeding with the revised work.

For contracts renewing annually, excluding those for which Proposers are required to provide future year pricing in their Proposals, MCCCCD may review a fully documented request for a price increase only after the Contract has been in effect for one (1) full year. Unless the Contractor's scope of work has increased at MCCCCD's authorization, a price increase adjustment will only be considered at the time of a Contract extension and shall be a factor in the extension review process. The requested increase must be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the particular product or service. MCCCCD will determine whether the requested price increase or an alternate option is in its best interest.

3.37 GIFTS, GRATUITIES, UNRELATED COMPENSATION AND CONFLICTS OF INTEREST

In the interest of public stewardship, MCCCCD holds its employees, officers, and vendors to high ethical standards. Arizona state law prohibits an MCCCCD employee or officer from participating in any way in any MCCCCD decision, contract, sale or purchase if he or she has received something of value from an outside party whose interests are involved in that MCCCCD decision, contract, sale or purchase. Additionally, Arizona state law precludes any MCCCCD employee or officer from obtaining compensation of any kind for performing his or her responsibilities other than the compensation provided by MCCCCD. MCCCCD also has adopted a regulation that prohibits any employee from accepting any cash, currency, item with a value of more than \$50 (from a single source in a fiscal year), meal, beverage or cost of entertainment if it could be interpreted as an enticement to receive MCCCCD business (whether or not paid for by a vendor or by a vendor's personal funds) or if there is an expectation of future financial benefit to the vendor. In keeping with these policies, Contractor certifies that neither it nor, if applicable, its subcontractors, suppliers, or distributors, has offered anything of value, and will not offer anything of value so long as it does business with MCCCCD, to an MCCCCD employee or officer responsible for MCCCCD decisions, contracts, sales or purchases that may benefit Contractor or its subcontractors, suppliers or distributors.

3.38 DISABILITY GUIDELINES

If applicable to the work of the Contractor under this Contract, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and its implementing regulations set forth at Title 28, Code of Federal Regulations, Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

4. PROPOSAL REQUIREMENTS

Paragraphs 4.1 & 4.2 below require specific, written responses or confirmations. To be considered for selection, respondents shall meet/provide the following requirements:

4.1 MINIMUM REQUIREMENTS

- 4.1.1 Must be licensed by the State the business is in, if services requested require such licensure.
- 4.1.2 Must provide a completed pricing schedule (Section 8) signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certified that the Proposal is made in accordance therewith.
- 4.1.4 Must submit written answers to the respondent questionnaire (Section 7). All answers must be in the order in which the questions were asked.

4.2 EVALUATION CRITERIA AND SUBMITTALS

Proposals will be evaluated on the following basis, not necessarily listed in order of importance, by a five member evaluation committee on a points earned basis. It is the responsibility of the Proposer to provide **CLEAR AND CONCISE** information specifically addressing all of the items listed below. **Provide one Original (clearly marked as such) and five (5) copies of all information for the committee.**

1. Please provide a listing with approximate number of each chiller type (centrifugals over 300 tons, VSD centrifugals, screw, scroll and reciprocating), and capacities that your company provided annual preventive maintenance or repair service for; within the last 2 years. Also submit the approximate percentage of work that included preventive maintenance on the machine, not just non-routine repairs.
2. Please break down the list provided above by chiller brands (by type and quantities), with a sub-total by brand/manufacturer.
3. Qualifications of proposed personnel (including subcontractors)

In order to qualify, at least two-third's of the typical work done on the chiller must be performed by your own full time employees or technicians, not contract personnel or sub-contracted firms. Please list the number of full time, in-house technical and subcontracted personnel by title or category, and their proposed hourly billing rates.

4. Please provide the markup percentages that you will use for regular maintenance or for non-routine repairs for parts and materials purchased from others, and for all subcontractors, if applicable.
5. Availability of personnel (by tasks) and parts

- a. Please list the number of technical and repair staff available on your staff, by job description, for the project with specific task list for work performed. If you propose to use any sub-contractors for portions of the work, describe what work the sub-contractor will provide and their staff levels.
- b. Please describe the parts inventory for chiller maintenance and repair that your company maintains within the Phoenix area. In general, describe the types of parts and overall value of your warehouse parts stock, and then which parts or supplies (in general) that you need to obtain from other suppliers or the manufacturer/brand supplier.

6. Provide details of any maintenance or repair work performed on Maricopa Community Colleges chillers within the last 2 years.

7. References

Experience References

- a. Please provide a list of at least four references of organizations that you currently provide chiller maintenance or repair services. Include name, title and current contact phone number. Please reconfirm the phone number before listing.

Manufacturer/Trade References

- a. Provide a reference or contact name from each manufacturer or authorized manufacturer's service representative, for each brand of chillers that your company proposes to service (York, Trane, Carrier, McQuay and Daikin). This contact would be an individual that you contact for service questions, service advice, parts purchases, etc. If you are a manufacturer's service group, you do not need to offer a name within your own company. Please include name, title and current contact phone number and please reconfirm that the individual is still with that company and their current phone number before listing it.

8. Location of your office and subcontractor(s) proposed. Please list the current location of your firm as well as any sub-contractors proposed for significant portions of the work. If you are a local branch of a larger out-of-town based company, provide both your local and corporate address.

9. **GRAND TOTAL PRICE** Prices for the required annual and semi-annual preventive maintenance service for each chiller should be entered on the Price Sheet at the end of this RFP and be provided with your proposal. Costs should contain all labor, materials and include sales tax that will be required for the particular machine, serviced as required by the attached specification, and using parts and materials typically required in that service. Additional parts, labor and materials that will be required due to additional problems and resulting repairs found at the time of the service will be charged per the hourly rates and mark-ups provided as part of this proposal. The labor rates and mark-up rates will be re-evaluated at the time of each annual renewal at mutual agreed upon increases if any.

You also may provide with your Proposal any discounts to indicated individual chiller prices that may result from an award of a certain minimum number (or all of the machines) of a particular brand; the award of all

machines (regardless of brand) at any single location or region; or any other pricing adjustments that you might propose. **There is no guarantee that the proposed combination award will be made.**

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the Request for Proposals. Failure to list such a deviation will result in the terms of the proposal being disregarded in favor of the corresponding term(s) of the RFP. Material deviations from the requirements of the RFP shall result in rejection of the proposal.

The term “material deviations” includes both deviations from the District contract terms set forth in this RFP **and** additional contract terms that the Proposer requests the District to consider. Be aware that the absence of a term on a subject in the RFP, particularly a general contract term and condition, does not mean that the Proposer should feel free to offer one. The District considers the General Terms and Conditions of this RFP to be a fair allocation of risk between a contractor and the District. It will not accept terms – revised or additional ones - that shift those risks or provide the Proposer with additional discretion. The Proposer in choosing the respond to this RFP, must demonstrate in its Proposal that it accepts the terms upon which the District is conducting the competition.

The Proposer must list in the separate listing specified above all deviations, including any additional terms, in its Proposal so that MCCCCD may consider them in determining the most advantageous offer. Deviations that a winning Proposer submits after it has been selected for award, such as through a vendor standard template contract, will not be considered.

4.4 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the District. Only proposals from responsible organizations or individuals, as determined by the District, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

5. SCOPE OF WORK

5.1 INTENT

The intent of this request for proposal is to award a contract or multiple contracts for a comprehensive semiannual and annual preventive maintenance program for HVAC centrifugal, screw, scroll and reciprocating chillers at various locations throughout the District. The contract award normally will be for a one-year term with four additional annual renewal options at the District's option (for this particular RFP contract cycle, this contract shall terminate at fiscal year ending June 30, 2023).

5.2 GENERAL DESCRIPTION OF WORK

5.2.1 The Chiller maintenance program provider(s) ("Contractor" or CMC) is/are to furnish all supervision, labor, parts and materials, equipment, tools, chemicals, fluids and gases, transportation, and all effort necessary to perform the requirements herein. Parts that are expected, common and normal for annual chiller maintenance work shall be included in the proposed pricing for that particular college or location. The list of parts and materials that are to be included in the scheduled maintenance visits shall be required from the selected contractor(s) following contract award for MCCD review/approval. Any additional parts or repairs that are required, due to wear and tear, damage or unusual operations are to be brought to the attention of college or District personnel. Provide a separate, proposal detailing the scope of work, all materials, labor hours, and applicable taxes. Prior approval is required, per District procurement rules, before any work may take place.

5.2.2 Timing of Annual and Semi-Annual Service

This maintenance service shall follow existing in-place schedule for maintenance service and inspections, with one scheduled comprehensive annual service and inspection to occur as schedule indicates, on a per site basis. The semiannual is scheduled six months later. Following the existing maintenance calendar is imperative to program funding availability. The Contractor shall communicate via email the scheduled visits based on prior established existing calendar, including FP&D contact(s) for both schedules and contacts. (See: ATTACHMENT H "Annual and Semi-Annual Schedule") Correspondence shall include FP&D contact(s).

5.2.3 Working Hours

Access may be provided outside regular business hours, as defined below, pending approval of facilities manager.

Regular summer business hours, Monday - Thursday 6:00 am - 6:00 pm, mid May to mid August.

Balance of year, Monday - Friday, 6:00 am - 6:00 pm mid August to mid May.

5.3 EQUIPMENT AND PARTS

All equipment needed for the testing and maintenance of chillers is the responsibility of the Contractor and shall meet NIST (National Institute of Standards and Technology) requirements. At no time shall Contractor use MCCD gauges or devices for calibration or setting of parameters. Where a chiller manufacturer requires only the use of OEM parts for maintenance in order to maintain existing warranties, the Contractor shall comply with that requirement. Where warranty periods have expired, MCCD at their option may approve non-OEM parts or materials prior to their use. This approval shall be in writing. All parts or materials used in the maintenance or service shall meet or exceed the particular chiller manufacturer's requirements.

5.3.1 SCHEDULE OF EQUIPMENT

Attached schedules show all chillers proposed to be part of this contract.
Provide chiller pricing schedule per unit cost.

5.4 CONTRACTOR REQUIREMENTS, QUALIFICATIONS AND TRAINING

5.4.1 All service personnel and technicians performing work on the chillers or related components shall have a minimum of five years of experience working on similar machines. All procedures must be performed by industry certified technicians who have been trained and are qualified to work on the MCCD chillers as listed. Where manufacturer certification is required to work on a particular brand or type of chiller, personnel must be certified.

5.4.2 Each Contractor's technical staff must be of an adequate number of factory trained service technicians staffed at their local service center. All technicians assigned to this contract must be certified to work on 4,160-volt chillers. Proof of availability of certified technicians on staff, must accompany bid package.

5.4.3 The Contractor's service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine chiller service and repairs. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of MCCD's due diligence, the District may visit the contractor's shop to verify these requirements, after bid submittals, but prior to bid award.

5.4.4 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers. Any refrigerant removed and not reused shall be returned to the college or District. All refrigerant removal shall be documented and witnessed by college HVAC personnel. Campus refrigerant logs and contractors' service reports are to be reflective of the tasks.

5.4.5 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the College. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site all debris, refuse materials and service equipment associated with the work performed. The campus/district shall be, in no way, held responsible, for materials or equipment left on site after the completion of service tasks.

5.4.6 If partial or full disabling operation of the Refrigerant Monitoring System is required, the contractor shall be responsible for coordinating the shutdown of the system with college personnel. The contractor shall take necessary precautions to maintain a safe working environment. The Refrigerant Monitoring System shall be cleared of alarms, and operationally, fully restored, in the presence of campus HVAC personnel, prior to contractor personnel leaving the Central Plant.

5.4.7 The Contractor shall perform the necessary work to the equipment in such a manner that does not damage District property. In the event damage occurs to District property, or any adjacent property due to any work, service, repairs, or installations, etc., performed under this Contract, the Contractor shall replace or repair the same at no cost to MCCD. If damage caused by the Contractor is determined by the Contractor, or determined by MCCD to be outside of the capabilities of contractors' repair expertise, and must be repaired or replaced, the cost of such work shall be deducted from the monies due the Contractor.

5.4.8 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the College or District and be given 24 hours to correct the work to a satisfactory condition/state. Labor for all re-work will be at no cost to MCCD. All materials necessary to correct the unsatisfactory work shall be the responsibility of the contractor; any additional parts replaced shall be billed at contract pricing.

5.4.9 SSTA Certification

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards (OSHA 29CFR1910). If the Contractor is currently certified, please submit copies of certification cards of all technicians who may be assigned to this contract. (As specified in section 2.2.10)

5.4.10 Obtaining SSTA Certification

If the Contractor is not currently certified, the Contractor has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the District upon completion of certification, but prior to any work being performed on a College site. Failure to provide this information after contract award, will place the Contractor in default of contract. All Contractor new hires assigned to this contract must meet the same requirements and shall provide certification documentation to District prior to their being assigned to perform work under this contract.

5.4.11 Additional Certifications

Proof of Contractor personnel with these requirements and any additional certifications, training, etc. required for specific items of work shown in the following sections must accompany bid package and then be submitted annually to the College for the particular personnel that will be performing the testing and all related work for that year. Any personnel being assigned to this contract, during contract period, must have all certifications submitted two weeks prior to first MCCD program work assignment.

6. SPECIFICATIONS

6.1 Contractor shall complete both pre- and post-maintenance log sheets. Log sheets shall be in manufacturer's/model specific format and shall, at a minimum, contain records of operational temperatures, pressures, chiller amperages and differential pressures at both condenser and evaporator barrels. A copy of the log sheet shall be kept with the equipment.

6.2 Contractor shall provide a type-written report of the service report, inspection task list, and all test results within seven (7) calendar days of completion of the services. Any problems or pre-existing conditions discovered through observation or testing shall be reported immediately upon discovery, verbally, in writing, and then followed up in type-written form to the college as part of the dated report. The written report is to contain, but not limited to, all initial and final calibration, program settings and addition/removal of refrigerant from individual chillers and a listing of all work done, parts installed, fluids and/or gases added etc. Contractor shall be responsible to detail all issues necessary to support all reported operational conditions.

6.3 Prior to maintenance, it is the Contractor's responsibility to *operate each chiller* in the presence of a campus HVAC representative, and to provide a written report of any deficiencies to the colleges' director of facilities, before any work is to be performed. If no written report is provided, it will be assumed that there were no pre-maintenance operational issues with the chiller. Any problems or pre-existing conditions discovered through observation or testing shall be reported immediately upon discovery, verbally, then documented in legible writing/printing to the College Director of Facilities. All documentation shall include the CMC printed names and legible signatures, including time & date. (See: ATTACHMENT C "Colleges and Contact Listing")

For all service/maintenance field reports; the CMC contractor is required to obtain signature by the campus HVAC representative (both legibly printed and signed) and or 'Campus responsible party' as acknowledgment of any/all recorded pre-existing conditions as reported by the CMC. Receipt of this report is acknowledgment by campus of requirement to take corrective action, and/or proceed with approval process.

(See: ATTACHMENT H "Annual and Semi-Annual Schedule")(Campus specific contacts and FP&D program facilitator") shall be copied on all correspondence.

In-Lieu of the pre-maintenance operational logging by the CMC, at the request and coordination of the CMC, the campus personnel shall follow the requirements outlined in: (See ATTACHMENT I: 'Chiller Maintenance Providers coordination outline'. The 'Pre-maintenance Chiller logs'; either the Chiller specific or the generic provided Chiller Log (See: ATTACHMENT J "Pre-Maintenance Chiller Log", as recorded and provided by the Campus HVAC, via the district office, then forwarded to the Contractor, is, as accepted by the CMC, 'proof', by the campus HVAC, of the chillers' 'run-ready condition', prior to the scheduled maintenance date, performed by campus HVAC no earlier than 21 days prior to the service maintenance date. These Logs are required to be completed by the Campus HVAC personnel, however, they are provided to the CMC only as a courtesy to promote efficient use of time for the CMC as a means to effectively execute the requirements of this service maintenance contract. If the contents of the pre-maintenance logs are in question, allowing adequate time prior to scheduled service, a re-log may be requested by the CMC. If the second pre-maintenance log results are still unacceptable, then the CMC shall provide the pre-maintenance log task as their acceptance of the chillers operating condition prior to initiating the maintenance tasks. The

contractor may or may not desire the campus provided pre-maintenance log option, however, all costs relating to these tasks shall be included in the contractor's bid. As well, the campus shall not be responsible, for any reason, for post maintenance chiller operational issues that may arise. Pre-maintenance logs, whether provided by the campus HVAC personnel, or the CMC, shall be dated and signed. Post-maintenance logs provided by the CMC, must be attested to by campus HVAC personnel, the coordination of that observation is incumbent upon the contractor. Campus HVAC shall make themselves available throughout the servicing period. Both Contractor Chiller technician and campus HVAC personnel are to sign and date the acceptance of chillers post maintenance operational performance and condition, keeping in mind that chiller operation is only one of the conditions for invoicing approval.

6.4 All tasks performed shall meet manufacturer's specifications.

6.5 Contractor shall perform preventive maintenance per schedule established by specifications. Schedules may not be modified. Contractor must provide the college contacts (and Facilities Planning and Development- program facilitator (See: ATTACHMENT H "Annual and Semi-Annual Schedule" and ATTACHMENT I "Chiller Maintenance Providers Coordination Outline" at least twenty-one (21) calendar days prior email notification before commencing with the maintenance inspection.

A checklist of all tests and maintenance work to be performed shall be supplied to MCCD at least seven (7) calendar days prior to the work. Contractor shall provide a completed service task checklist, with printed name, signed and dated by contractor's maintenance technician and with printed name, signed and dated by college HVAC representative, as acceptance of tasks recorded as completed. Preventive Maintenance by Contractor(s) shall maintain the chillers in a manner that permits them to function in accordance with manufacturer and industry standards. The following shall be the responsibility of the Contractor during the preventive maintenance inspections, but not limited to:

6.5.1 Review operation procedures and provide chiller operation instructions to HVAC staff as necessary to correct problems that were discovered during maintenance inspection or due to improper operation or maintenance of the equipment.

6.5.2 Any test that requires lab analysis **must** have report results **prior to** performing any maintenance service tasks. Sample must be pulled no more than one month prior to service. Coordination of these tasks needs to be managed by the CMC, in cooperation with the campus HVAC representative.

6.5.3 All tests shall meet manufacturer's specifications and must be documented in the final report with results referencing manufacturers' parameters. Test results shall be accompanied by any or all lab recommendations. Test results must also contain upper/lower manufacturer specific ranges for machine and corrective action per factory specifications.

6.6 Comprehensive annual service includes semiannual preventative maintenance tasks as outlined in the following sections. Annual and semiannual service/inspections shall be performed per established schedule.

6.7 All records shall be compiled by the CMC, and converted to .pdf format on an annual basis, prior to fiscal year end. These records shall include checklists, service comments, concerns, including: analysis of records by CMC (including but not limited to: oil analysis, eddy current test results, tube brushing observations, and vibration analysis) and recommendations based on the analysis per chiller, overall central plant conditions affecting efficient operations, etc. based on all services/maintenance performed. These records shall be delineated as a file per machine, per site, per year. Each site shall receive a site copy and the District shall receive a comprehensive copy, again, prior to the end of fiscal year.

6.8 PREVENTIVE MAINTENANCE

6.8.1 Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines. The spectro-chemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, zinc, copper, moisture content and acid number. Reported results shall be in parts per million (ppm). Oil analysis will follow individual manufacturers' guidelines. Reports shall include, as indicated based on results, type-written recommended actions.

Based on the results found in the oil analysis and upon approval with campus personnel, Contractor may be required to supply and replace all oil, oil filters, refrigerant filters, and remove and dispose of all used oil.

Do not include in base cost. Provide as a separate line item per unit cost.

6.8.2 Tube Brushing: Use rotary brush tube cleaning system, unless manufacturer specifies alternate method. Equipment and brushes used shall meet manufactures requirements. Brushes used on rifled tubes shall be tapered nylon of proper size according to tube diameter being cleaned.

a. Centrifugal Chillers

Per Chiller, Brush 100% of the condenser tubes at the (annual) service period coincident with the scheduled condenser tubes eddy current testing tasks (See: ATTACHMENT F "Maricopa Community College Condenser Eddy Current Schedule")

and annually thereafter or per manufacturers recommendation, whichever is more frequent. Where conditions warrant, it is incumbent upon the Site personnel to requisition additional brushings to ensure heat transfer properties are continually maintained.

Per Chiller, Brush 100% of the evaporator tubes at the (annual or semi-annual) service period whichever is coincident with the scheduled evaporator tubes eddy current testing tasks (See: ATTACHMENT G "Maricopa Community College Evaporator Eddy Current Schedule") and every five (5) years thereafter or per manufacturers recommendation, whichever is more frequent. Where conditions warrant, it is incumbent upon the Site personnel to requisition additional brushings to ensure heat transfer properties are continually maintained.

6.8.3 Costs related to additional work caused by tube fouling.

Upfront pricing shall be provided to perform acid treatment(s) and tube rebrushing(s) as it relates to scaled tubes. These costs shall be provided as part of additional services which may be required due to mechanical or chemical equipment failure. Costs shall be expressed by Chiller & Vessel. Any additional work or materials necessary for scale removal shall be included in this component of the estimate, and shall be broken out as separate columns on the budget spread sheet (see below 'Chiller Listing...'). No additional monies will be extended for additional treatment. All neutralizing requirements shall be priced as complete requirement included.

- 6.9** Eddy Current: Analysis of condenser and evaporator tubes shall be 100% of the total tubes in the system. Contractor **must** brush tubes **before** performing Eddy current test. The CMC is responsible to ensure coordination of these tube brushing tasks are in conjunction with required annual tube brushing as scheduled in the 'MCCCD Chiller Maintenance Workbook'; refer to both condenser and evaporator tubes eddy current testing schedule sheets and site specific service months.

Test 100% of the condenser tubes according to the attached schedule. Rolling 3 year cycle.

Test 100% of the evaporator tubes according to the attached schedule. Rolling 5 year cycle.

(Technician performing Eddy current test must hold a current Level 3 certification)

Record all pertinent data regarding test equipment used in the performance of eddy current testing, on a per chiller, per event basis. Recording of anomalies/conditions shall be in accordance with Eddy Current testing standards. All eddy current testing shall require signature by both CMC eddy current testing technician and a Campus HVAC technician.

(The use of subcontractors for this service is permissible providing contractor/bidder submits the request in writing and attaches copies of Level 3 certification from the sub prior to testing)

**** Proposal Pricing shall include any/all subcontractor costs for Eddy Current testing. ****

- 6.10** Vibration Analysis: All analysis results shall be compared to previous measurements to establish trends. Contractor shall provide MCCD with manufacturers' benchmark settings. (As specified in section 3.1.2)

(Technician performing vibration analysis must hold a current Level 2 certification)

Services and inspections shall include, but are not limited to (refer to manufacturer specific additional tasks):

- 6.11 Semiannual Chiller Maintenance at six month intervals per schedule.**

6.11.1 Centrifugal Chillers

Report in with customer upon arrival
Review customer logs with customer for operational problems and trends
Perform pre-maintenance chiller log and analyze performance (See 'Specifications section 3.0')
Measure waterside pressure drops across vessels and include with chiller log.
Perform last fault/previous fault analysis
Check and record Oil Levels and pressures, record level drains/adds
Check Refrigerant levels
Test for refrigerant leaks (including but not limited to: relief valve piping outlets and rupture discs)
Calculate the refrigerant loss rate and report to customer
Clean the starter and starter cabinet
Check main starter and starter control panel, verify overload and trip settings
Inspect starter and motor wiring and connections for tightness and signs of overheating and discoloration
Replace or clean starter air filters, if applicable
Verify operation of transition timer and calibrate where applicable
Check condition of the contacts for wear and pitting
Check contactors for free and smooth operation
Check dashpot oil for level, rust and/or moisture, service where applicable
Check mechanical linkages for wear, secure mechanical connections and clearances
Verify the operation of the electrical interlocks
Inspect safety and control panel wiring and connections for tightness and signs of overheating and discoloration
Check relays
Check and calibrate operating controls
Check and calibrate sensors, transmitters, transducers and pilot-positioners
Check and calibrate safety controls (performed at the specified time interval by an Industry Certified Technician)
Check and calibrate flow/pressure switches (document settings and procedure)
Verify the working condition of all indicator/alarm lights and LED/LCD displays
Lubricate equipment and linkage and check for wear, as applicable
Lubricate compressor motor, if applicable
Check vane control setting and operation (pneumatic and/or electric)
Inspect oil pump starter for signs of overheating, arcing, burns, etc
Check tightness of terminal connections on oil pump motor starter
Refrigerant Leak check entire chiller, including but not limited to: oil pump and fittings, repair leaks
Clean oil cooler strainer, water cooled only
Check oil sump heater operation and temperature control device
Check compressor oil level
Check oil return system
Check purge system for proper operation, if applicable
Clean strainers or replace filters, as required
Replace drier cores, if applicable

Clean purge drum and oil separator, if applicable
Check oil in purge pump and oil separator, if applicable
Perform spectro-chemical oil analysis (metals, moisture, acid number) *York recommends quarterly*
Based on oil analysis; as indicated, change compressor oil filter, oil return system; change dehydrator, check educator nozzle for debris. Check controls and safety cutouts.
Drain and replace the oil in the compressor oil sump.
Check purge compressor assembly for leaks, as required
Lubricate purge pump motor, if applicable
Check purge tank condensing activity, where applicable
Check moisture indicator on purge liquid return line, where applicable
Check refrigerant in purge tank sump for water, where applicable
Inspect air-cooled condensing coil on purge unit and clean, where applicable
Perform the purge system control check, where applicable
Perform purge tank checkout and water removal, where applicable
Check refrigerant charge
Inspect chiller vibration eliminators
Inspect water piping for leaks at chiller points of connection
Check head pressure control operation where applicable
Check minimum condenser water temperature operation
Clean up work area
Perform post-maintenance chiller log and analyze performance
Report in with customer daily prior to departure

6.11.2 Reciprocating Chillers

Report in with customer upon arrival
Review customer logs with customer for operational problems and trends
Perform pre-maintenance chiller log and analyze performance (See 'Specifications section 3.0')
Measure and include with chiller log, waterside pressure drops, where applicable
Perform last fault/previous fault analysis
Test for refrigerant leaks
Calculate the refrigerant loss rate and report to customer
Clean the starter and starter cabinet
Check main starter and starter control panel, verify overload and trip settings
Inspect starter and motor wiring and connections for tightness and signs of overheating and discoloration
Replace or clean starter air filters, if applicable
Check condition of the contacts for wear and pitting
Check contactors for free and smooth operation
Verify the operation of the electrical interlocks, where applicable
Inspect safety and control panel wiring and connections for tightness and signs of overheating and discoloration
Check relays/contactors
Check and calibrate operating controls
Check and calibrate sensors, transmitters, transducers and pilot-positioners

Check and calibrate safety controls
Check and calibrate flow/pressure switches (document settings and procedure)
Verify the working condition of all indicator/alarm lights and LED/LCD displays
Lubricate equipment and linkage and check for wear, as applicable
Check condenser coils and clean if necessary, where applicable
Check condenser fan mounting brackets and setscrews on fan shafts, where applicable
Check compressor operation
Check suction superheat at compressor
Check condenser subcooling
Check heater operation and temperature control device
Check compressor oil level
Check refrigerant sight glass, moisture indicator
Check refrigerant charge
Inspect vibration eliminators
Inspect water piping for leaks at chiller points of connection
Clean up work area
Perform post-maintenance chiller log and analyze performance
Report in with customer daily prior to departure

6.11.3 Screw Chillers (Interval Maintenance Tasks not listed below pertaining in particular to Carrier 23XRV chillers, are considered, all inclusive)

Report in with customer upon arrival
Review customer logs with customer for operational problems and trends
Perform pre-maintenance chiller log and analyze performance (See 'Specifications section 3.0')
Measure and include with chiller log, waterside pressure drops, where applicable
Run automated control test (found in service menu)
Perform last fault/previous fault analysis
Test for refrigerant leaks
Calculate the refrigerant loss rate and report to customer
Clean the starter and starter cabinet
Check main starter and starter control panel, verify overload and trip settings
Inspect starter and motor wiring and connections for tightness and signs of overheating and discoloration
Replace or clean starter air filters, if applicable
Check condition of the contacts for wear and pitting
Check contactors for free and smooth operation
Verify the operation of the electrical interlocks
Measure voltage
Inspect safety and control panel wiring and connections for tightness and signs of overheating and discoloration
Check relays/contactors
Check and calibrate operating controls
Check and calibrate sensors, transmitters, transducers and pilot-positioners
Check and calibrate safety controls
Check and calibrate flow/pressure switches (document settings and procedure)

Verify the working condition of all indicator/alarm lights and LED/LCD displays
 Check the Lubrication System
 Confirm operating oil level in the oil sump sight glass (record observations)
 Check for proper operation of the oil reclaim system
 Check for proper oil level in system, log any additions with amount and date added
 Check oil level, sump oil heater contactor voltage, and oil heater resistance, record measurements
 Check the moisture indicator on the motor cooling line
 Change oil and filter (initially, after first year, then based on results of annual oil analysis) See manufacturer specific requirements.
 Lubricate equipment and linkage and check for wear, as applicable
 Check compressor operation
 Check suction superheat at compressor
 Check condenser subcooling
 Check heater operation and temperature control device
 Check compressor oil level
 Check liquid line sight glass
 Check refrigerant charge
 Inspect vibration eliminators
 Inspect water piping for leaks at chiller points of connection
 Clean up work area
 Perform post-maintenance chiller log and analyze performance
 Report in with customer daily prior to departure

6.11.4 Scroll Chillers (Interval Maintenance Tasks not listed below pertaining in particular to Trane CGAM, Daikin AGZ100 chillers, are considered, all inclusive)

Report in with customer upon arrival
 Review customer logs with customer for operational problems and trends
 Perform pre-maintenance chiller log and analyze performance (See ‘Specifications section 3.0’)
 Measure and include with chiller log, waterside pressure drops, where applicable
 Run automated control test (as applicable, found in service menu)
 Perform last fault/previous fault analysis
 Check for proper chilled water flow
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check for proper capacity control operation
 Check for proper crank case heater operation (if applicable)
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check for proper condenser fan operation
 Check overall condition of unit
 Test for refrigerant leaks
 Calculate the refrigerant loss rate and report to customer
 Clean the starter, and starter cabinet
 Check main starter, and starter control panel, verify overload and trip settings

Inspect starter and motor wiring and connections for tightness and signs of overheating and discoloration
 Replace or clean starter air filters, if applicable
 Check condition of the contacts for wear and pitting
 Check contactors for free and smooth operation
 Verify the operation of the electrical interlocks
 Measure voltage
 Inspect safety and control panel wiring and connections for tightness and signs of overheating and discoloration
 Check relays/contactors
 Check and calibrate operating controls
 Check and calibrate sensors, transmitters, transducers and pilot-positioners
 Check and calibrate safety controls
 Check and calibrate flow/pressure switches (document settings and procedure)
 Verify the working condition of all indicator/alarm lights and LED/LCD displays
 Check the Lubrication System
 Confirm operating oil level in the oil sump sight glass (record observations)
 Check for proper operation of the oil reclaim system
 Check for proper oil level in system, log any additions with amount and date added
 Check oil level, sump oil heater contactor voltage, and oil heater resistance, record measurements
 Check the moisture indicator on the motor cooling line
 Change oil and filter (initially, after first year, then based on results of annual oil analysis) See manufacturer specific requirements.
 Lubricate equipment and linkage and check for wear, as applicable
 Check compressor operation
 Check suction superheat at compressor
 Check condenser subcooling
 Check heater operation and temperature control device
 Check compressor oil level
 Check liquid line sight glass
 Check refrigerant charge
 Inspect vibration eliminators
 Inspect water piping for leaks, and damage, at chiller points of connection
 Clean all Chiller related water strainers
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Check for proper crank case heater operation (if applicable)
 Perform lock-out and tag-out procedure
 Inspect condenser fan and compressor contactors for wear
 Check and tighten electrical connections
 Perform preventative procedures to flow proving devices
 Check for unusual noise and vibration
 Verify that compressor oil sump heaters are connected tightly around the compressor.

After the chiller has been operating for approximately 30 minutes and the system has stabilized, check the operating pressures and temperatures.
Check the evaporator and condenser refrigerant pressures.
Check the electronic expansion valve sight glasses.
Measure and record the evaporator superheat.
Measure and record the system subcooling.
Check the oil level and refrigerant charge.
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Perform post-maintenance chiller log and analyze performance
Report in with customer daily prior to departure

6.12 Annual Chiller Maintenance at initial Winter/Spring maintenance visit and annually per schedule, there after

6.12.1 Centrifugal Chillers

Service the rupture disk backup relief valve, where applicable
Check and tighten electrical connections
Inspect fuses
Check for heat damage
Meg ohm insulation test on compressor motor windings
Change oil (if necessary, based on oil analysis results)
Change oil filter and oil return filter/dryers
Replace or Clean starter air filters, as applicable
Compressor drive motor, where externally driven: Clean air passages and windings per manufacturers recommendations.
Lubricate motor per motor manufacturer recommendations
Inspect and service electrical components as necessary

Brush tubes, coordinate task with eddy current testing as applicable*
Eddy Current tube analysis (corrosion, support wear, bulges, split fins, leakers, pitting)**
Perform spectro-chemical oil analysis (metals, moisture, acid number)
Based on oil analysis; as indicated, change compressor oil filter, oil return system; change dehydrator, check educator nozzle for debris. Check controls and safety cutouts.
Drain and replace the oil in the compressor oil sump.
Perform refrigerant analysis.
Perform the purge system control check, where applicable
Perform purge tank checkout and water removal, where applicable
Check and tighten all electrical connections
Check with appropriate customer representative for operational deficiencies
Review control panel for proper VSD operation and recorded fault histories
Visually inspect coolant circuit for leaks
Check for proper coolant level

Check condition of coolant hoses
Check overall condition of unit
Replace VSD heatsink coolant annually or sooner if coolant becomes opaque or cloudy.
(OEM Products Only)
Clean Strainer element associated with water cooled plate and frame heatexchanger
Brush tubes associated with shell and tube heatexchanger every 5 years or sooner, as indicated by VSD heat sink operations, follow Evaporator eddy current testing frequency schedule.

Note: Vibration analysis (measure horizontal, vertical, axial deflections, establish baseline). This task shall be completed annually and coincidently with highest loads of the season, preferably during the mid-to-late summer services. This task may be completed prior to summer/fall services, and must be completed prior to this summer/fall billing cycle. Results shall be submitted with summer/fall servicing reports and invoicing shall be submitted at the same time. Separate billing is not allowed, unless communicated and acceptance by MCCD. Coordinate your tasks accordingly.

6.12.2 Reciprocating Chillers

Meg motor
Change oil (if necessary, based on oil analysis results)
Change oil filter(s), as applicable
Brush tubes, coordinate task with eddy current testing as applicable*
Eddy Current tube analysis, as applicable (corrosion, support wear, bulges, split fins, leakers, pitting)**
Perform tophead maintenance, if applicable***
Perform spectro-chemical oil analysis (metals, moisture, acid number)

Note: Vibration analysis (measure horizontal, vertical, axial deflections, establish baseline). This task shall be completed annually and coincidently with highest loads of the season, preferably during the mid-to-late summer services. This task may be completed prior to summer/fall services, and must be completed prior to this summer/fall billing cycle. Results shall be submitted with summer/fall servicing reports and invoicing shall be submitted at the same time. Separate billing is not allowed, unless communicated and acceptance by MCCD. Coordinate your tasks accordingly.

6.12.3 Screw Chillers (Interval Maintenance Tasks not listed below pertaining in particular to Carrier 23XRV chillers, are considered all inclusive)

Meg motor (only where indicated)
Perform spectro-chemical oil analysis (metals, moisture, acid number)
Change oil (if necessary, based on oil sample analysis results)
Change oil filter(s), as applicable
Oil Strainer(s) inspection and conditional replacement (required when oil is changed)
Oil Strainer O-Ring replacement upon every inspection
Check power connections, turn off power and re-tighten connections

Refrigerant Filter/Drier (replace as conditions indicate)

Moisture indicator check, if moisture is present then, locate source of liquid immediately via leak check, repair and replace filter/drier. Recover system per manufacturer.

Disconnect vent piping to Inspect relief valve body and mechanism for evidence of internal corrosion, rust, scale, dirt, leakage (replace as indicated)

Change oil and filter (initially, after first year, then based on results of annual oil analysis) See manufacturer specific requirements.

Brush tubes, coordinate task with eddy current testing as applicable*

Inspect Cooler and Condenser, entering and leaving liquid temperature sensors, remove and inspect for corrosion(replace) or scale (clean), then reinstall (Time task with tube brushing tasks)*.

Note: Vibration analysis (measure horizontal, vertical, axial deflections, establish baseline). This task shall be completed annually and coincidentally with highest loads of the season, preferably during the mid-to-late summer services. This task may be completed prior to summer/fall services, and must be completed prior to this summer/fall billing cycle. Results shall be submitted with summer/fall servicing reports and invoicing shall be submitted at the same time. Separate billing is not allowed, unless communicated and acceptance by MCCD. Coordinate your tasks accordingly.

6.12.4 Scroll Chillers (Interval Maintenance Tasks not listed below pertaining in particular to Trane CGAM, Daikin AGZ100 chillers, are considered, all inclusive)

Meg motor (only where indicated)

Perform spectro-chemical oil analysis (metals, moisture, acid number)

Change oil and filter (initially, after first year, then based on results of annual oil analysis) See manufacturer specific requirements

Change oil (if necessary, based on oil sample analysis results)

Change oil filter(s), as applicable

Oil Strainer(s) inspection and conditional replacement (required when oil is changed)

Oil Strainer O-Ring replacement upon every inspection

De-energize starter line side power source, lock-out line side 'breaker', Ensure both line side and load side of Chiller disconnect is visually inspected and torqued to specifications.

Check power connections, turn off power and re-tighten connections

Refrigerant Filter/Drier (replace as conditions indicate)

Moisture indicator check, if moisture is present then, locate source of liquid immediately via leak check, repair and replace filter/drier. Recover system per manufacturer.

Clean the condenser fans.

Check the fan assemblies for proper clearance in the fan shroud openings and for motor shaft misalignment or abnormal end-play, vibration and noise.

Manually rotate the condenser fans to ensure that there is proper clearance on the fan shroud openings. Inspect the entire system for unusual conditions.

Check compressor oil level

Clean microchannel condenser coils, with clean water only due to all-aluminum construction.(CGAM)

Clean Round Tube Plate Fin Condensers, follow specific instructions per application.

Perform water strainer maintenance, as applicable.
Disconnect vent piping to inspect relief valve body and mechanism for evidence of internal corrosion, rust, scale, dirt, leakage (replace as indicated)

Note: Vibration analysis (measure horizontal, vertical, axial deflections, establish baseline). This task shall be completed annually and coincidentally with highest loads of the season, preferably during the mid-to-late summer services. This task may be completed prior to summer/fall services, and must be completed prior to this summer/fall billing cycle. Results shall be submitted with summer/fall servicing reports and invoicing shall be submitted at the same time. Separate billing is not allowed, unless communicated and acceptance by MCCD. Coordinate your tasks accordingly.

Eddy Current tube analysis, as applicable (corrosion, support wear, bulges, split fins, leakers, pitting)**
Recalibrate Pressure transducers as indicated by checking against pressure gauge reading.

* Per schedule “Tube Brushing” coincident with Annual service (See: ATTACHMENT H “Annual and Semi-Annual Schedule”) ‘Annual’ month is designated as annual tube brushing associated month, confirm conflicts and coordinate with (Tab: ‘Condenser Eddy current testing’) and (Tab: ‘Evaporator Eddy current testing’) as necessary.

**Per schedule defined in “Eddy Current” section (See: ATTACHMENT H “Annual and Semi-Annual Schedule”) ‘Annual’ month, confirm conflicts and coordinate with (ATTACHMENT F“ Maricopa Community College Condenser Eddy current testing’) and (ATTACHMENT G” Maricopa Community College Evaporator Eddy current testing’) as necessary.

***Helical coil springs used in reciprocating compressor suction and discharge valve assemblies should be replaced as per the recommended interval.

6.13 Miscellaneous Provisions

6.13.1 MCCD will keep equipment rooms and spaces free of materials extraneous to said system and move any stock, fixtures, temporary walls or partitions needed to facilitate the work called for herein.

6.13.2 Water treatment at the chiller sites shall be performed by a qualified water treatment firm and shall be the responsibility of each Campus M & O Manager. Any discrepancies observed shall be reported to MCCD.

6.14 Adequacy of Records

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.15 Insurance Requirements (UPDATE as necessary)

The Contractor shall maintain the insurance required by the terms of the RFP at all times that personnel are present on District property. An annual certificate of insurance shall be submitted to the District Purchasing Office with each annual renewal of the contract.

6.16 Spreadsheet population

Completion of the Master Price List (spreadsheet) is a required qualification. It is comprised of; but may not be limited to:

Base Comprehensive Services:

Annual Services (Price includes all defined tasks, including but is not limited to: condenser tube brushing*, Oil analysis, Vibration analysis, Coolant for VFD heat sinks, VFD heat exchanger operation)

Semi-Annual Services (Price includes all defined tasks)

The following Values are Plugged in when 'active' based on FY schedule (Loaded values may be kept on separate sheet):

Evaporator Eddy Current testing (include cost per chiller includes; pre-test tube brushing and Eddy current testing) on 5 year cycle; see schedule for next occurrence.

Condenser Eddy current testing (does not include price to brush tubes as the annual condenser tube brushing cost is included in the Annual Services costs) on 3 year cycle; at time coincident with Annual Services, see schedule for next occurrence.

Pricing for Additional work (as necessary) to be authorized under separate P.O.:

Evaporator tube brushing (Pricing for Campus use as needed)

Condenser tube brushing (Pricing for Campus use as needed)

Labor and Material to perform scale removal (Acid bathing) of Condenser section (excludes tube brushing necessary to complete tasks)

Labor and Material to perform scale removal (Acid bathing) of Evaporator section (excludes tube brushing necessary to complete tasks)

6.17 ADDITIONAL SERVICES

Proposer may offer, on a separate page referencing this Section 6.17, additional goods and/or services including associated costs/prices that are not addressed in RFP. The District retains the absolute and sole discretion to examine and consider these additional goods/service options for inclusion in the contract awarded under this RFP.

6. EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

- 6.1. General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices
 - F. Qualifications of personnel
 - G. Experience and past performance

- 6.2 Specific areas that will be evaluated and scored except as described in STEP THREE below:
 - A. Past experience in providing comparable services to other clients.
 - B. Responses to Minimum and Specific Requirements.
 - C. Respondent Questionnaire responses.
 - D. Pricing.
 - E. Sustainability

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2 and 3 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will be evaluated with a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. The evaluation committee may continue to evaluate proposals after the initial scoring of them by any means that it deems reasonable. The lowest dollar priced service **may** or **may not** indicate the successful proposer. Price constitutes only one of several evaluation criteria. If the evaluation committee schedules oral presentations, the presentations **may** or **may not** be scored and that scoring may but is not required to be added to the previous scoring of the proposals. The evaluation committee reserves the right to use additional advisory committees or subject matter experts at any time during this RFP to assist with the evaluation.

7. RESPONDENT QUESTIONNAIRE

Provide information to all sections below. Failure to provide required information may cause the proposal to be deemed non-responsive.

- 7.1 Company Overview
- 7.2 Corporate Structure
 - 7.2.1 Legal entity
 - 7.2.2 State of registration or incorporation
 - 7.2.3 Public company – listing symbol
 - 7.2.4 Majority ownership
- 7.3 Operating history
 - 7.3.1 Years in business
 - 7.3.2 Growth rate
 - 7.3.3 Services
 - 7.3.4 Hours of operation
 - 7.3.5 Financial condition
- 7.4 Core Business Strategy
- 7.5 Organization structure

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

8. Pricing Schedule

The undersigned has read and understands all conditions and terms of RFP 3434-2, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the **pricing** indicated below:

8.1 Products/Services as requested in this RFP:

In order to receive the CAS Price Worksheet, please complete the Acknowledgement Form and send to the buyer listed below. You must include an email address to receive the Excel spreadsheet.

Mr. Keith Killourie, Senior Procurement Analyst
(480) 731-8518 FAX (480) 731-8190
E-Mail: keith.killourie@domail.maricopa.edu

8.2 Prompt Payment Discount: _____

Other required services/fees, if any, not specifically requested in the RFP (list below)

	\$
	\$
	\$
	\$

Costs/Fees listed above shall include all overhead and profit. No billing will be accepted that shows any other costs than those listed above. This includes, but is not limited to, travel, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

NOTE: The next page must be completed, signed and included with your proposal.

9. Signature Page

Pursuant to Arizona Revised Statutes 35-391.06 & 35.393.06, proposer certifies that it does not have a scrutinized business operation in either Sudan or Iran.

SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX NUMBER _____

E-MAIL _____

Is your firm a:

Corporation* Partnership Individual Joint Venture

* If a corporation, answer the following:

(a) Where incorporated: _____

(b) Date incorporated: _____

(c) Have your Articles ever been suspended or revoked? Yes No

If yes, when, for what reason, and when were they reinstated:

Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?

If yes, when, for what reason, and when were they reinstated:

ATTACHMENT A

BIDDER'S STATEMENT

Interested Bidders are asked to review and provide, as completely and accurately as possible, a **written response** on each applicable section below:

TYPE OF BUSINESS ORGANIZATION

Please check the appropriate box(es).

The Bidder represents that it operates as:

_____ A CORPORATION incorporated under the laws of
the State of _____

_____ An INDIVIDUAL

_____ A PARTNERSHIP

_____ A NON-PROFIT ORGANIZATION

_____ A JOINT VENTURE

Federal Employer Identification
Number: _____

PARENT COMPANY and IDENTIFYING DATA

A "parent" company, for the purposes of this provision, is one that owns or controls the activities and basic business policies of the Bidder. To own the Bidding company means that the "parent" company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a "parent" even though not meeting the requirements for such ownership if the "parent" company is able to formulate, determine or veto basic policy decisions of the Bidder through the use of dominant minority voting rights, use of proxy voting or otherwise.

The Bidder:

_____ IS _____ IS NOT owned or controlled by a "parent" company.

If the Bidder **IS** owned or controlled by a "parent" company, Bidder shall provide the name, address, phone and fax numbers, and Federal I.D. No. of the company.

ATTACHMENT A

BIDDER'S STATEMENT (continued)

BIDDER REFERENCES

Private Business Contracts

MCCCD requires a **minimum of three (3) current and local references** for which you are providing same or similar products and services specified herein. Please indicate below the businesses for which you have provided such **during the past two (2) years:**

1. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

2. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

3. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

ATTACHMENT A

BIDDER REFERENCES (continued)

Federal, State or Other Political Subdivision Contracts

MCCCD is also interested in speaking with public agencies or educational institutions for whom you have provided such products and services covered herein:

1. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

2. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

3. Company Name: _____

Address: _____

Phone #: _____ Fax #: _____

Contact Person: _____

Contract Period: From: _____ To: _____

Describe Services: _____

ATTACHMENT A

BIDDER'S STATEMENT (continued)

ADDITIONAL BUSINESS INFORMATION

Standard Business Hours

1. Days of week available for services: _____

2. Business hours of operation: _____

3. On-call/Emergency service hours: _____

 Phone Number(s): _____

 Web Address: _____

 FAX Number: _____

General Information

4. Business License Number: _____

5. Number of years in business under current name: _____

6. Number of offices in the State of Arizona: _____

7. Business Classification (check applicable category)

 Minority Owned Business (MBE) _____

 Woman Owned Business (WBE) _____

Does your firm hold this certification from any other agencies or companies?

No: _____ Yes: _____ With Whom? _____

ATTACHMENT A

ADDITIONAL BUSINESS INFORMATION (continued)

8. Name and address of office assigned to handle the MCCCCD account:

9. Account Manager Information:

Name: _____

Phone: _____

Pager: _____

10. Contractors License Number(s):

TYPE	NUMBER
_____	_____
_____	_____

11. Do you ever sub-contract any of your services?

_____ NO

_____ YES

If YES, which services?: _____

ATTACH ADDITIONAL SHEETS IF NECESSARY TO FURTHER DESCRIBE THE EXPERIENCE AND QUALIFICATIONS OF YOUR FIRM FOR PROVIDING THE PRODUCTS/SERVICES UNDER THE CONTRACT.

ATTACHMENT B

Privacy/Information Security Inquiry

1. Will the product, service or solution of an outside party involve the processing, review, maintenance, retention, or use of MCCCCD Confidential Information by that or any other outside party?
2. Will the product, service, or solution involve hosting by an outside party (i.e. off-site storage or cloud-based hosting by one or more non-MCCCCD parties) of MCCCCD Confidential Information?
3. Will any outside party have access to servers, systems, networks or have access to other manners of storing or displaying MCCCCD Confidential Information (i.e. paper files and documentation, electronic spreadsheets etc.)?
4. Describe the purpose/function of the contract. What business need is being met by this product or service?
5. Specify any data elements that will be shared with or accessed by any external (non-MCCCCD) party for this contract

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

ATTACHMENT C

COLLEGES & CONTACT LISTING

College Name Address	Campus Initials	Campus Contact Facilities Manager
Chandler-Gilbert Community College 2626 E. Pecos Road Chandler, AZ 85225-2499	CGCC	Charles Poure 480 728-4140
Chandler Gilbert CC- Williams Campus 7360 East Tahoe Mesa, AZ	CGCC-WC	Charles Poure 480 728-4140
Estrella Mountain Community College 3000 N. Dysart Road Avondale, AZ 85323-1000	EMCC	Randy Naughton 623 935-8295
Glendale Community College 6000 W. Olive Avenue Glendale, AZ 85302-3090	GCC	Al Gonzales 623 845-3035
Glendale Community College – North 5727 W Happy Valley Rd Phoenix, AZ 85310	GCC	Al Gonzales 623 845-3035
GateWay Community College 108 N. 40th St. Phoenix, AZ 85034-1795	GWCC	Jamie Aldama 623 242-8242
Mesa Community College 1833 W. Southern Avenue Mesa, AZ 85202-4866	MCC	Steve Azevedo 480 461-7974
MCC- Red Mountain 7110 E. McKellips Road Mesa, AZ 85207	MCC-RM	Steve Azevedo 480 461-7974
Phoenix College (all sites) 1202 W. Thomas Road Phoenix, AZ 85013-4234	PC	Doug McCarthy 602 285-7245
Paradise Valley Community College 18401 N. 32nd St. at Union Hills Phoenix, AZ 85032-1200	PVCC	Robert Metivier 602 787-7872
PVCC- Black Mountain 34250 N. 60 th St. Phoenix, AZ 85032-1200	PVCC-BM	Robert Metivier 602 787-7872
Scottsdale Community College 9000 E. Chaparral Road Scottsdale, AZ 85256-2626	SCC	Anthony Miele 480 423-6003
South Mountain Community College 7050 S. 24th St. Phoenix, AZ 85040-5806	SMCC	David Bannenberg 602 243-8061

ATTACHMENT D

CHILLER LISTING BY MANUFACTURER

<i>Age, Tonnage and Make</i>	<i>Quantity</i>	<i>Model</i>	<i>Campus*</i>
McQuay	7		
1997 - 1000 ton McQuay		PEH126BBAB/E3616-3E/C3616-15	SCC
1996 - 500 ton McQuay		PEH087K	EMCC
1996 - 500 ton McQuay		PEH087K	PVCC
1996 -1000 ton McQuay		PEH126BBAB	GCC
1996 -1000 ton McQuay		PEH126	PC
1996 -1000 ton McQuay		PEH126	PC
1991 - 750 ton McQuay		PEH126JBR75R/E3016-48/C3106/012	SCC
Daikin	2	Model	
2016 - 100 ton Daikin		AGZ100DHHNN-ER10	PVCC- BM
2016 - 100 ton Daikin		AGZ100DHHNN-ER10	PVCC- BM
Carrier	6	Model	
2012 - 500 ton Carrier		23XRV	GCC-N
2008 - 400 ton Carrier		23XRV	CGCC- WC
1997 - 522 ton Carrier		19XR-4242	GWCC
1995 - 500 ton Carrier		19XL/52/53/453/CP	MCC
1997 - 811 ton Carrier		19XR/65/65/465DGS64	MCC
1986 - 300 ton Carrier		19DK/71/253/CD	SCC
Trane	3	Model	
1998 - 770 ton Trane		CVHF077 FAW003U T2817A1E 8T1C0000 000J000	CGCC
1997 - 20 ton Trane DX		RAUCC20EBM03B	CGCC- WC
2016 - 52 ton Trane		CGMA052F2P02AXD2A1A1AHXXA1D1A4XXXXXXBXA3A1D1XXLX	PC- Osborn
			WC
York	25	Model	
2018-1000 ton York		YZMA095AABV088NA_AA FB4816 CA3916 P102HA	CGCC
2008- 700 ton York		YKKPKQH9-CTG	CGCC
2008- 850 ton York		YKKQK4H9-CVG	EMCC
2008- 850 ton York		YKKQK4H9-CVG	EMCC
2008- 850 ton York		YKKQK4H9-CVG	PVCC
2008- 850 ton York		YKKQK4H9-CVG	PVCC
2009- 750 ton York		YKKPKSH9-CTG	GWCC
2009- 750 ton York		YKKPKSH9-CTG	GWCC
2008- 650 ton York		YKHQFWP8-CTG	SMCC
2008- 650 ton York		YKHQFWP8-CTG	SMCC
2007- 350 ton York		YKCRCRQ4-CGK	MCC- RM
2007- 1000 ton York		YKKMKMH9-CZFS	PC
2007- 1000 ton York		YKKMKMH9-CZFS	SCC
2006- 1000 ton York		YKKMKMH9-CZFS	MCC

2006- 1000 ton York	YKKMKMH9-CZFS	MCC
2006- 1000 ton York	YKKMKMH9-CZFS	GCC
1991- 310 ton York	YTD3D3C2-CFK	GCC-N
1991- 310 ton York	YTD3D3C2-CFK	CGCC- WC
2001- 360 ton York	YT/G3/A3/C3/-CLG	MCC- RM
2001- 360 ton York	YT/G3/A3/C3/-CLG	MCC- RM
2016- 1000 ton York	YK18KSH9-CYGS	GCC
1996 - 76 ton York	YCWZ47CC-46PA	PC- Nursing
1996 - 55 ton York	YCWZ33AB-46PA	PC- Nursing
2015 -127.5 ton York	YVAA0178CNV46BAVBXXXEAXLXXXX5944XOSXXV172W1SXSA3BMXVDRNXXXXXXXXD2SX	PC- Health
2015 -127.5 ton York	YVAA0178CNV46BAVBXXXEAXLXXXX5944XOSXXV172W1SXSA3BMXVDRNXXXXXXXXD2SX	PC- Health

ATTACHMENT E

CHILLER LISTING BY CAMPUS

College	Chillers <i>Age, Make and Tonnage</i>	Model
CGCC	2018 - 1000 ton York 2008 - 700 ton York 1998 - 770 ton Trane	YZMA095AABV088NA_AA FB4816 CA3916 P102HA YKKPKQH9-CTG CVHF077 FAW003U T2817A1E 8T1C0000 000J000
CGCC-WC		
CP North	2008 - 400 ton Carrier 1991 - 310 ton York	23XRV YTD3D3C2-CFK
MSB 426	1997 - 20 ton Trane DX	RAUCC20EBM03B
EMCC	2008 - 850 ton York 2008 - 850 ton York 1996 - 500 ton McQuay	YKKQK4H9-CVG YKKQK4H9-CVG PEH087K
GCC	2006 -1000 ton York 2016 -1000 ton York 1996 -1000 ton McQuay	YKKMKMH9-CZFS YK18KSH9-CYGS PEH126BBAB
GCC-N	2012 - 500 ton Carrier 1991 - 310 ton York	23XRV4242NRVAA50 YTD3D3C2-CFK
GWCC	2009 - 750 ton York 2009 - 750 ton York 1997 - 522 ton Carrier	YKKPKSH9-CTG YKKPKSH9-CTG 19XR-4242
MCC	2006 - 1000 ton York 1995 - 500 ton Carrier 2006 - 1000 ton York 1997 - 811 ton Carrier	YKKMKMH9-CZFS 19XL/52/53/453/CP YKKMKMH9-CZFS 19XR/65/65/465DGS64
MCC-RM	2007 - 350 ton York 2001 - 360 ton York 2001 - 360 ton York	YKCRCRQ4-CKG YT/G3/A3/C3/-CLG YT/G3/A3/C3/-CLG
PC	2007 - 1000 ton York 1996 - 1000 ton McQuay 1996 - 1000 ton McQuay	YKKMKMH9-CZFS PEH126 PEH126
PC- Nursing	1996 - 76 ton York 1996 - 55 ton York	YCWZ47CC-46PA YCWZ33AB-46PA

PC- Osborn	2016 - 52 ton Trane	CGMA052F2P02AXD2A1A1AHXXA1D1A4XXXXXXXXBXA3A1D1XXLX
PC- Health	2015 -127.5 ton York YVAA0178CNV46BAVBXXXEAXLXXXX5944XOSXXV172W1SXXSA3BMXVDRNXXXXXXD2SX 2015 -127.5 ton York YVAA0178CNV46BAVBXXXEAXLXXXX5944XOSXXV172W1SXXSA3BMXVDRNXXXXXXD2SX	
PVCC	2008 - 850 ton York 2008 - 850 ton York 1996 - 500 ton McQuay	YKKQK4H9-CVG YKKQK4H9-CVG PEH087K
PVCC-BM	2016 - 100 ton Daikin 2016 - 100 ton Daikin	AGZ100DHHNN-ER10 AGZ100DHHNN-ER10
SCC	1991 - 750 ton McQuay 2007 - 1000 ton York 1997 - 1000 ton McQuay 1986 - 300 ton Carrier	PEH126JBR75R/E3016-48/C3106/012 KKMKMH9-CZFS PEH126BBAB/E3616-3E/C3616-15 19DK71253CD
SMCC	2008 - 650 ton York 2008 - 650 ton York	YKHQFWP8-CTG YKHQFWP8-CTG

* Campus Initials	-	Site Name
CGCC	-	Chandler-Gilbert Community College
CGCC-WC	-	Chandler-Gilbert Community College - Williams Campus
EMCC	-	Estrella Mountain Community College
GCC	-	Glendale Community College
GCC-N	-	Glendale Community College - North Campus
GWCC	-	GateWay Community College
MCC	-	Mesa Community College
MCC-RM-	-	MCC - Red Mountain Campus
PC	-	Phoenix College
PC - Nursing	-	PC -Nursing
PC - Osborn	-	PC- Osborn
PC- Health	-	PC- Health
PVCC	-	Paradise Valley Community College
PVCC-BM	-	PVCC - Black Mountain Campus
SCC	-	Scottsdale Community College
SMCC	-	South Mountain Community College

MCCCD has a total of 43 chillers listed for this RFP, 7 McQuays, 2 Daikins, 6 Carriers, 3 Tranes, and 25 Yorks.

ATTACHMENT F

Maricopa Community College

Condenser Eddy Current Schedule

Every 3 yrs.

**Updated 11/6/18
KC/MW**

Chiller Make	Serial #	Last Recorded	Due next	End/ Month
--------------	----------	---------------	----------	------------

CGCC-P

TRANE #1	L97K06800	4/6/2016	4/6/2019	03/2019
YORK #2	TBD		4/6/2022	4/2022
YORK #3	SKTM-072020	4/26/2018	4/26/2021	04/2021

EMCC

YORK #1	SKTM-072160	5/15/2018	5/15/2021	05/20/21
YORK #2	SKTM-072300	5/15/2018	5/15/2021	05/2021
McQUAY #3 (from PVCC)	57E81049-00	5/24/2017	5/24/2020	05/2020

GWCC

CARRIER #1 (South)	698557578	4/3/2017	3/30/2020	03/2020
YORK #3	SBWM 529150	3/20/2018	3/20/2021	03/2021
YORK #2 (Middle)	SNWM 787810	3/21/2018	3/21/2021	03/2021

GCC

YORK #1 (East)	SASM-435480	2/27/2016	2/27/2019	02/2019
MCQUAY #3 (West)	57B81029-00	2/15/2018	2/15/2021	02/2021
YORK #2 (Center)	YK18KSH9-CYGS	New Chiller 1/2016	2/27/2019	02/2019

GCC-N

YORK #2 (East)	YFYM-740343	2/22/2018	2/22/2021	02/2021
CARRIER #1 (West)	2012Q21815	2/22/2018	2/22/2021	02/2021

MCC

YORK #1	SASM-435260	4/27/2016	4/27/2019	04/2019
CARRIER #2	0195J499380	4/4/2016	4/4/2019	04/2019

YORK #3	SASM-435370	4/27/2016	4/27/2019	04/2019
CARRIER #5	4897J55764	4/30/2016	4/30/2019	04/2019

MCC-RM

YORK #3	SMSM-739850	3/27/2018	3/27/2021	03/2021
YORK #2	GHJM110188	3/26/2016	3/26/2019	03/2019
YORK #1	GHJM110189	3/17/2016	3/17/2019	03/2019

PVCC

MCQUAY #3 (renumbered)	57E81028-00	3/7/2018	3/7/2021	03/2021
YORK #1	SKTM-072440	4/4/2017	4/4/2020	04/2020
YORK #2	SKTM-072580	4/5/2017	4/4/2020	04/2020

PC

MCQUAY #2 (Center)	57B81043-00	4/19/2018	04/19/2021	04/2021
YORK #1 (South)	H024AC28107088	7/21/2016	7/19/2019	07/2019
MCQUAY #3 (North)	57B81053-00	4/19/2018	04/19/2021	04/2021

PC-Nursing

YORK	SFEM-058260	5/15/2018	5/15/2021	5/2021
YORK	SDEM-050190	5/16/2018	5/16/2021	5/2021

SCC

MCQUAY #1	57B8103700	4/25/2016	4/25/2019	04/2019
MCQUAY #4	5VKU100900	4/25/2016	4/25/2019	04/2019
CARRIER #3	863538905	4/4/2017	4/5/2020	04/2020
YORK #2	SNSM-103410	5/9/2018	5/9/2021	5/2021

SMCC

YORK #1 (West)	SLTM-103270	5/8/2016	5/8/2019	05/2019
YORK #2 (Center)	SLTM-103410	5/8/2016	5/8/2019	05/2019

CGCC-WC

TRANE 426	J96H82773	air cooled not required DX		
CARRIER NW #1N	75665	3/14/2018	3/14/2021	03/2021
YORK NE #2N	YFYM-740344	3/15/2017	3/21/2020	03/2020

ATTACHMENT G

Maricopa Community Colleges Evaporator Eddy Current Schedule

Every 5 yrs.

Updated 11/6/18
KC/MW

Chiller Make	Serial #	Last Recorded		
		Evaporator tubes	EVAP DUE NEXT	EVAP DUE NEXT by Months end

CGCC-P

TRANE #1 L97K06800
YORK #2 TBD
YORK #3 SKTM-072020

CHANDLER GILBERT CC

3/30/2014	3/30/2019	03/2019
	3/30/2019	03/2019
3/30/2014	3/30/2019	03/2019

EMCC

YORK #1 SKTM-072160
YORK #2 SKTM-072300
McQUAY #3 (from PVCC) 57E81049-00

ESTRELLA CC

5/30/2014	5/30/2019	05/2019
5/30/2014	5/30/2019	05/2019
11/13/2013	11/13/2018	11/2018

GWCC

YORK #3 (North) SBWM-529150
CARRIER #1 (South) 698557578
YORK #2 (Middle) SNWM-787810

GATEWAY CC

4/1/2014	4/1/2019	03/2019
4/27/2014	3/27/2019	03/2019
4/1/2014	3/1/2019	03/2019

GCC

YORK #1 (East) SASM-435480
MCQUAY #3 (West) 57B81029-00
YORK #2 (Center) YK18KSH9-CYGS

GLENDALE CC

2/27/2017	2/27/2022	02/2022
2/28/2016	2/28/2021	02/2021
New 2016	2/20/2021	02/2021

GCC-N

YORK #2 (East) YFYM-740343
CARRIER #1 (West) 2012Q21815

GLENDALE CC - NORTH

2/20/2017	2/20/2022	02/2022
2/20/2017	2/20/2022	02/2022

MCC

YORK #1 SASM-435260
CARRIER #2 0195J499380

MESA CC

4/25/2017	4/27/2022	04/2022
10/4/2013	10/4/2018	10/2018

YORK #3	SASM-435370	4/27/2017	4/27/2022	04/2022
CARRIER #5	4897J55764	4/1/2014	4/14/2019	04/2019

MCC RM

		RED MOUNTAIN CC		
YORK #3	SMSM-739850	3/27/2018	3/27/2023	03/2023
YORK #2	GHJM110188	3/1/2014	3/30/2019	03/2019
YORK #1	GHJM110189	3/1/2014	3/30/2019	03/2019

PVCC

		PARADISE VALLEY CC		
MCQUAY # 3(Renumbered)	57E81028-00	10/03/2018	10/03/2023	10/2023
YORK #1	U01B08314	3/1/2014	3/30/2019	3/2019
YORK #2	U01B08313	3/1/2014	3/30/2019	3/2019

PC

		PHOENIX PC		
MCQUAY #2 (Center)	57B81043-00	4/22/2016	4/22/2021	04/2021
YORK #1 (South)	H024AC28107088	4/19/2018	4/19/2023	04/2023
MCQUAY #3 (North)	57B81053-00	10/15/2013	10/15/2018	10/2018

PC- Nursing Building

		PHOENIX PC - 3RD AVE		
YORK	SFEM-058260			Not Required
YORK	SDEM-050190			Not Required

SCC

		SCOTTSDALE CC		
MCQUAY #1	57B8103700	4/25/2014	4/25/2014	04/2019
MCQUAY #4	5VKU100900	4/20/2014	4/20/2014	04/2019
CARRIER #3	863538905	4/5/2014	4/5/2014	04/2019
YORK #2	SNSM-754370	5/1/2018	5/1/2023	5/2023

SMCC

		SOUTH MTN CC		
YORK #1 (West)	SLTM103270	5/30/2014	3/30/2019	05/2019
YORK #2 (Center)	SLTM103410	5/30/2014	3/30/2019	05/2019

CGCC-WC

		CHANDLER GILBERT WC		
TRANE 426	J96H82773	air cooled not required		
CARRIER NW #1	75665	2/20/2013	3/20/2019	03/2024
YORK NE #2N	YFYM-740344	3/16/2016	3/16/2021	03/2016

ATTACHMENT H

ANNUAL AND SEMI-ANNUAL SCHEDULE

Campus	Semi	Annual	Campus Contact	Phone	E-mail
Chandler-Gilbert	September	March	Charlie Poure	480-857-5560	charles.poure@cgc.edu
Estrella Mountain	November	May	Randy Naughton	(623) 935-8295	randy.naughton@estrellamountain.edu
Gateway	September	March	Jamie Aldama	(602) 286-8242	jamie.aldama@gatewaycc.edu
Glendale	August	February	Al Gonzales	(623) 845-3035	al.gonzales@gccaz.maricopa.edu
Glendale North	August	February	Al Gonzales	(623) 845-3035	al.gonzales@gccaz.maricopa.edu
Mesa	October	April	Steve Azevedo	(480) 461-7974	steve.azevedo@mesacc.edu
MCC @ Red Mountain	September	March	Steve Azevedo	(480) 461-7974	steve.azevedo@mesacc.edu
Paradise Valley	September	March	Robert Metivier	(602) 787-7872	robert.metivier@paradisevalley.edu
PVCC @ Black Mountain	September	March	Robert Metivier	(602) 787-7872	robert.metivier@paradisevalley.edu
Phoenix College	October	April	Doug McCarthy	(602) 285-7245	doug.mccarthy@phoenixcollege.maricopa.edu
Scottsdale	October	April	Anthony Miele	(480) 423-6003	anthony.miele@scottsdalecc.edu
South Mountain	November	May	David Bannenberg	(602) 243-8062	david.bannenberg@southmountaincc.edu
Chandler-Gilbert Williams Campus	September	March	Charlie Poure	(480) 988-8151	charles.poure@cgedu

ATTACHMENT I

CHILLER MAINTENANCE PROVIDERS COORDINATION OUTLINE

1. Month of Maintenance completion has been determined for each site.
 - a. Chiller maintenance contractor (CMC) has agreed to complete the maintenance work scope/tasks before end of the pre-determined month. Paper work and billing must be completed within one week of completion of maintenance work (within the calendar month) or before the end of the next week following completion of maintenance work (when that falls to the next calendar month)
2. Chiller Maintenance coordinator (as assigned by the CMC) sends an e-mail out 3 weeks in advance of the date when the CMC provider is scheduled to start the maintenance. The e-mail is sent to the site HVAC personnel, their department manager, their department secretary, and the district program facilitator (DPF) (Melissa Weisner at melissa.weisner@domail.maricopa.edu) as a trigger event indicator.
3. Campus HVAC personnel are responsible to ensure the Chillers are run-ready prior to Maintenance providers' maintenance target date. Two weeks to 10 days prior to the scheduled date; Campus HVAC are to Fax hardcopy of chiller logs to the DPF (Fax # (480)731-8140), these documents will be converted into an electronic form and then be forwarded to the CMC, for their review, and acceptance that the chiller is in fact in run-ready condition. The Campus HVAC are to retain all Logs for their records. It is highly recommended they be placed in a three ring binder for future review upon request.
4. The CMC shall acknowledge receipt via e-mail to all above mentioned parties that an acceptable review of submitted logs has taken place. This action is in place of a pre-log being contract required to be performed by the Chiller maintenance provider, and is provided in evidence to the current operating condition of the chiller prior to maintenance. The CMC has agreed that these actions as evidenced by the logs that this action/result is acceptable in-lieu of the requirement that the CMC is required to provide pre-log activities to expedite the chiller maintenance program activities.
5. Post maintenance log and back up documentation: After the maintenance tasks have completed and documented, the Chiller is to be re-started and operated for a reasonable amount of time where both Campus HVAC and the CMC agree to the post-maintenance operation of the chiller. The CMC shall perform the post maintenance logging. The chiller can be shut down or can remain operating as agreed to by both the CMC and the Campus HVAC technicians. All post maintenance operations and consequent logging records must be attested to via signature and time; date recording by the assigned Campus HVAC technician.
6. All invoicing and backup documentation is e-mailed to the Site Manager, and CC'ed to: site HVAC technician and site Secretary for site record keeping, as well as the district program facilitator (Melissa Weisner), and associated facilities project managers for approval coordination.
7. Campus HVAC shall generate an 'approval for invoicing payment' e-mail to the district program facilitator (Melissa Weisner), and associated facilities project managers for final invoicing approval/disapproval with issues for resolution if all maintenance tasks haven't been completed or outstanding issues are extenuating. Their site manager and secretary shall be CC'ed on this approval. If the campus HVAC dispute the invoicing request for approval, that too shall be e-mailed for record keeping. Follow-up with the CMC on outstanding/incomplete or questions is solely the responsibility of the Campus personnel.
8. Annually a hardbound copy of the maintenance records shall be provided, individually, to the campus and shall be provided as a complete set to the district facilities planning for records retention.

ATTACHMENT J

Pre-Maintenance Chiller Log

Campus	
Chiller #	
Manufacturer	
Serial No.	
Model No.	
Refrigerant	

Week Ending Date:	
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	Day Time Unit Running	MON		TUES		WED		THURS		FRI	
		A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.	A.M.	P.M.
Evaporator	Leaving Liquid Temp										
	Return Liquid Temp										
	Small Temp Difference										
	Evap Pressure (PSIG)										
	Evap Saturation										
	Evap Refrigerant Temp										
	Evap Setpoint										
Condenser	Leaving Liquid Temp										
	Return Liquid Temp										
	Cond Saturation Temp										
	Small Temp Difference										
	Cond Pressure (PSIG)										
	Drop Leg Temp										
	Subcool										
Compressor	Discharge Temp										
	Discharge Superheat										
Oil Sump	Oil Pressure										
	Oil Sump Temp										
	Pump Oil Pressure (HOP)										
	Pump Oil Pressure (LOP)										
	Oil Pump Command Freq										
Motor	% Full Load Amps										
	Output Current										
VFD	Internal Ambient Temp										

Converter Heatsink Temp											
Evap Water Pressure Drop (PSIG) [across entering pipes]											
Cond Water Pressure Drop (PSIG) [across entering pipes]											
Number of Starts											
Operating Hours											
Runtime Hours											
Technician's Initials											

Oil level@lower glass	
Oil Color	

Notes:	
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