

**Essexville-Hampton Public Schools
Garber High School
Central Chilled Water Plant Upgrade**

CHILLERS

**REQUEST FOR PROPOSAL
RFP #4/16/2018 CHILLERS**

Owner Direct Chiller Prepurchase

PROPOSALS DUE:

**MONDAY, April 30, 2018
1:00 PM EST**

OWNER CONTACTS:

Matthew Cortez: cortezm@e-hps.net;

Steve Barlow: barlows@e-hps.net

303 Pine Street

Essexville, Michigan 48732

989-984-9700

PROJECT ENGINEER/ CONTACT:

J. William Jensen, P.E.

bjensen@glcpc.com

810-701-8768

NOTICE!

PROPOSAL: Essexville-Hampton Public Schools (E-HPS) is soliciting bids for the Direct Prepurchase of an acceptable chiller arrangement for the E-HPS Garber Chiller Project. Proposals are due to **E-HPS; Attention Matthew Cortez** on **April 30th, 2018** no later than **1:00 PM**. **E-mailed Protected Proposals will be accepted using a "Return Receipt, Read Format"**.

RIGHT TO REJECT: Essexville-Hampton Public Schools (E-HPS) reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of E-HPS

WITHDRAWAL OF ANY PROPOSALS is prohibited for a period of ninety (90) days after the proposal due date.

LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS: E-HPS reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

COMPLETE PROPOSALS: All proposals must contain terms of purchase and delivery in writing. E-HPS will negotiate the actual delivery terms and timetable with the successful manufacturer's representative, but each proposal must include the anticipated time frame during which E-HPS may reasonably expect materials and equipment to be delivered. E-HPS will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

PRESENTATIONS: Prospective bidders are requested to prepare a reference list of owners of the proposed equipment and to provide complete "submittal" documents for approval.

QUESTIONS: Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the OWNER via e-mail using "Read Receipt" format.

PROJECT ENGINEER:

J. William Jensen, P.E.

Great Lakes Critical Power and Cooling

bill@jwjensenpe.com

810-701-8768

OWNER:

Matthew T. Cortez, Superintendent

303 Pine Street

Essexville, Michigan 48732

989-984-9700

INTRODUCTION

This Request for Proposal #4/16/2018 is released by Essexville-Hampton Public Schools (E-HPS) through their Project Engineer for the “Owner Direct Prepurchase” of a chiller arrangement for the Garber Chiller Project.

SECTION 1 GENERAL INFORMATION

Essexville-Hampton Public Schools (E-HPS) intends to solicit bids for the “Owner Direct Prepurchase” of 2 AIR COOLED CHILLERS for the Central Chilled Water Plant System Upgrade at Garber High School. The total chilled water plant capacity is 150 tons equally split between 2 chillers (75 tons each). Chiller space is limited to the existing chiller location and rigging new chillers in place is very complex. The installation of the new chillers and demolition of the existing chiller will be a separate contract.

The requirements included in this proposal are complete. The representations made by E-HPS herein are accurate, true and complete to the best of our knowledge. E-HPS, through their Project Engineer prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative from your firm as your contact for this proposal. This person will be responsible for all communications with the OWNER and Project Engineer that relate to this Request for Proposal. The OWNER will receive all bids and communicate directly with your primary contact for the project.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should E-HPS accept your proposal, any terms, conditions, costs, charges and/or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing with all suggested chiller documentation attached. MULTIPLE CHILLER SELECTIONS and information may be submitted for the OWNERS APPROVAL. Proposals must be signed by a representative who is duly authorized to make such representations to E-HPS on behalf of your firm. Your proposal will form the basis of a purchase contract with E-HPS and should include all equipment and materials that, in your judgment, are necessary to meet the requirements of this proposal.

SECTION 2 TERMS AND CONDITIONS

2.01. **Your complete and entire response to this RFP must be received by the OWNER prior to 1:00 pm (EST) April 30th, 2018. Please MAIL or DELIVER your response, with supporting documentation, IN WRITING.** Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. **A Verification phone call to the OWNER is acceptable.**

2.02. Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be reported immediately in writing to the OWNER. Should any reported issues require clarification, written instructions or an addendum to the RFP will be distributed to all potential bidders. E-HPS will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of the OWNER. E-HPS reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of E-HPS. If our request for additional information on a proposal is not met in a timely way, E-HPS reserves the right to reject the proposal as non-conforming.

2.03. E-HPS reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of E-HPS without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of E-HPS are met. E-HPS does not assume any contractual obligations or duties as the result of issuing this RFP. No employment relationship will be assumed between E-HPS and the successful bidder.

2.04. Bidders are not entitled to use E-HPS's name, service mark(s), trademarks or trade names without the express written permission of E-HPS

2.05. E-HPS will evaluate each bid received using the following criteria, listed here in no particular order of importance:

- a. The bidder's ability to satisfy each term and condition fully
- b. Compliance with the specifications stated herein
- c. Experience with delivering the requirements of the specification
- d. Cost (including pricing and price protection)
- e. References from previous customers for work of similar scope
- f. Interviews as required by E-HPS
- g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.

2.06. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the OWNER. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal

constitutes disqualification from the bid process, should E-HPS not render a decision within ninety (90) days of the response due date.

2.07. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least ninety (90) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and E-HPS

2.08. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to E-HPS This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for the error.

2.09. No information, report, etc. developed in connection with this RFP may be reproduced without E-HPS's prior written consent. No portion of this RFP may be reproduced without E-HPS's prior written consent.

2.10. The successful bidder must perform all work unless E-HPS specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

2.11. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless E-HPS, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at E-HPS, including but not limited to payment of any claims.

2.12. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of E-HPS incurred during the performance of this agreement.

2.13. Bidder warrants that all equipment offered for sale to E-HPS are all new materials, genuine products of the chosen manufacturer, delivered in original packaging with all parts and manuals, able to be registered for warranty purposes by E-HPS, eligible for the full manufacturer's warranty period and warranted as described by the manufacturer.

2.14. Bidder agrees to accept E-HPS's standard payment terms. Prices quoted in bidder's response shall be FOB E-HPS, Essexville, Michigan unless otherwise specified. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

SECTION 3
CHILLER SYSTEM PERFORMANCE REQUIREMENTS

Capacity And Performance:

Nominal Capacity	2 UNITS @75 tons each	A TOTAL OF 150 TONS
Chilled Water Temp Range	55 EWT-45 LWT	10 degree DELTA TEMP
Chilled Water Flow Rate	180 GPM Each	360 GPM total

The chiller plant will be converted to “variable primary system flow” and a flow bypass will be installed under a separate contract.

FEATURES DESIRED:

- Voltage is 460/60/3 phase
- The 75 Tons (each) required is NOMINAL and CAN BE CHANGED per the OWNER EVALUATION.
- Single Point Power per chiller.
- Energy Management Module for Connection to Owner BAS using BACnet. OWNER Intends to use their existing BUILDING LOGIX NETWORK for integration.
- Sound Power and Pressure Ratings
- Grooved fitting on evaporator piping connections.
- 2-5 year Compressor Warranty (Parts Only)
- **Start-up service by Factory DIRECT Service Personnel. If this service is subcontracted please identify Authorized Contractor in your proposal.**
- All External sensors and flow switches are to be included
- Compressor Type is Scroll or Digital Scroll constant or variable speed as identified in your proposal for advanced energy savings.
- Indicate refrigerant type and quantity.
- **Please indicate the energy rating of the machine and confirm that it meets or exceeds ASHRAE 90.1 -2016.**
- Premium Spring Steel ISOLATION IS REQUIRED.
- Please indicate the following with each selection:
 - Full Load Power KW or KW/TON
 - Full Load EER/COP
 - IPLV EER/COP
 - NPLV if appropriate
 - Cooler Pressure Drop in Feet
 - Length, Width and Height of each chiller
 - Unit MCA and Total Module Assembly MCA
 - Unit MOCP and Total Module Assembly MOCP
 - Unit overall Sound A-Weighted Sound Power Level
 - ASHRAE 90.1-2016
 - AHRI Certified
- Energy Efficiency improvements such as Variable Speed Compressors, Digital Scroll Compressors and other performance enhancements should be highlighted and quoted.
- **Please indicate the Unit Manufacturing Location**

- Indicate Proposed Unit shipping time after release of order. **UNITS FROM STOCK ARE PREFERRED!**

JOB SITE CONDITIONS:

- The new chillers will be set on existing steel from the removal of an existing chiller
- Chiller dimensional information MUST BE PROVIDED.
- **Ambient Sound Levels are of Equal Importance to Unit Efficiency.**

BID FORM

E-HPS will accept proposals on your letterhead which should include all appropriate prices for each size of unit as individual pricing, any discounts and individual option pricing for features that you suggest for added energy and operating efficiency.

All Proposals should clearly indicate the RFP #4/16/2018 and should acknowledge the Terms and Conditions of E-HPS as reflected herein. **PLEASE INDICATE RECEIPT OF THIS RFP by RETURN RECEIPT.**

ATTACHMENT "A"

[Familial Disclosure Statement]

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- G President
- G Vice-President
- G Chief Executive Officer
- G Member
- G Partner
- G Owner
- G Other (please specify) _____

of [insert name of contractor], a bidder for building entry installation services for Essexville Hampton Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the required services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 201____

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

ATTACHMENT "B"

[Iran Economic Sanctions Act Certification]

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the installation of Interior Lock Master Rekey/replace to Essexville Hampton Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)