SERIAL 07034 S CHILLER MAINTENANCE, REPAIR AND OVERHAUL

DATE OF LAST REVISION: October 07, 2008 CONTRACT END DATE: June 30, 2010

CONTRACT PERIOD THROUGH JUNE 30, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CHILLER MAINTENANCE, REPAIR AND OVERHAUL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2007 (Eff. 07/01/07).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

CH/**mm**
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 02031-S from your contract notebooks)

INVITATION FOR BID FOR: **CHILLER MAINTENANCE, REPAIR AND OVERHAUL**

1.0 INTENT:

The intent of this bid is to award a contract for a comprehensive quarterly and annual preventive maintenance program for all HVAC chillers at various locations throughout the County, to provide repairs to the equipment and related equipment (pumps, motors, and cooling towers), and to rent chiller equipment if it becomes necessary. Overhaul services shall be handled as a separate project under this contract.

2.0 SCOPE OF SERVICES:

2.1 Contractor to furnish all supervision, labor, materials, equipment, tools, chemicals, transportation, and all effort necessary to perform the requirements herein. Parts shall be billed separately.

2.2 This service shall provide three quarterly and one scheduled comprehensive annual service and inspection with written reports for centrifugal chillers. All other chillers will be provided with one scheduled comprehensive annual service and inspection with written reports.

2.3 Working Hours: Service shall be made available to the County 365 days per year. FMD may require REGULAR service for repairs outside the normal PM scheduling period. Working hours are defined as follows:
Regular business hours (Monday – Friday 6:00 AM – 6:00 PM)
After hours (Monday – Friday 6:00 PM – 6:00 AM)
Weekends (Saturday and Sunday, all hours)
Holidays (County holidays, all hours)

2.4 The Contractor shall make themselves available for unscheduled REGULAR service between the hours of 6:00 AM - 6:00 PM, Monday through Friday. This will require FOUR (4) hour response time on-site. All services requested outside of these times shall be considered AFTER HOURS but will require the same FOUR (4) hour response time on-site.

2.5 MARK-UP FOR EQUIPMENT RENTALS:

Equipment needed for the repair and maintenance of chillers, but not normally owned by the Contractor (i.e., cranes, jackhammers, backhoes, hoists, etc.), and therefore, must be rented are allowable with a maximum five (5) percent mark-up. The invoice from the rental company used by the Contractor shall be attached to the Contractor's invoice submitted to the County.

2.6 QUARTERLY PREVENTIVE MAINTENANCE FOR CENTIFUGAL CHILLERS:

Contractor shall perform quarterly preventive maintenance as scheduled by the County. A checklist of all inspections and tests performed (as listed below) shall be supplied to the County. Electronic checklists would be the preferred method for submission. It shall be the Contractor's responsibility to maintain the chiller (main body and all components attached to the body) and ancillary components (equipment such as but not limited to refrigerant monitors, evacuation systems) in a manner that causes the machine to be fully functional in accordance to manufacturer's and industry standards. The following shall be the responsibility of the Contractor during the quarterly/semi-annual preventive maintenance inspections:

(a) Lubricate and adjust equipment as required by manufacturer's recommendations.

(b) Inspection of electric wiring from the line side starter to its respective motor.

(c) Inspection of refrigerant piping between two or more pieces of equipment (excluding chilled water piping) and the insulation of the piping.

(d) Inspect all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment.

(e) Inspection of the starters.

(f) Check all safety switches and alarms for proper operation. This shall include, but not limited to:
High-pressure cutoff
Low-pressure cutoff
Low oil pressure switch
Oil pump timers
Flow switches
Pump interlocks
System monitor timers
System freeze stats
Vane closing switches

(g) Check operation of all operating controls:
Temperature control stats
Motor load limit controls
Vane operation controls
Variable frequency drive units (if applicable)

(h) Check compressor operation:
Performance evaluation
Check amperage balance
Check terminal lug torque
Check lubricating system, oil levels, and temperatures
Check vane operation under various loaded conditions
Check operation of expansion valve, superheat settings
Check and evaluate performance of purge compressor unit (if applicable)

(i) Check operation of chiller unit:
Leak check compressor fittings and terminals
Leak check purge compressor (if applicable)
Leak check oil pump and fittings
Leak check relief valves and rupture disk

(k) Check operation of main starter:
Examine contacts on all electrical connections
Verify overload and trip settings
Test all electrical connections

2.7 Contractor shall complete an operations log sheet. The log sheet shall be provided by Facilities Management and shall contain records of operational temperatures, pressures and amperages of the chiller under various loaded conditions. The log sheet shall be attached to the equipment in a clear envelope and maintained for one (1) year to provide analytical data and confirm dates of service.

2.8 ANNUAL PREVENTIVE MAINTENANCE:

Provide one comprehensive annual service to include preventative maintenance as outlined in paragraph 2.6, and inspection on the equipment. Annual service/inspections shall be performed on a schedule provided by FMD, and said services and inspections shall include, but not limited to:

(a) Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines. The spectrochemical 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, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.

(b) Contractor to perform the following services on the centrifugal chillers covered under this contract:

1. Eddy Current Test 100% of the condenser tubes no less than one time every two (2) years. **The technician performing such tests must hold a current Level 3 certification.**
2. Brush 100% of the evaporator tubes no less than one time every five (5) years.
3. Eddy Current Test 100% of the evaporator tubes no less than one time every five (5) years.

Contractor must brush tubes before each Eddy Current Test is performed. The technician performing such tests must hold a current Level 3 certification**.** Proof of such must be provided. ~~The use of subcontractors for this service is not allowed.~~

(c) Vibration Analysis: Shall be conducted on a quarterly basis and a baseline trend established, charted, and compared with the manufacturer's specifications. This trend chart shall be provided to FMD Operations & Maintenance Division Chief each quarter as part of the quarterly preventive maintenance package. Technician must have Level 2 certification for such test. Proof of such must accompany bid package.

(d) Megger Insulation Test on compressor motor.

(e) Complete leak check of chillers.

(f) Inspect starter panel and main contacts for pitting/burring. Torque all connections and clean starter.

(g) Copy of annual inspection report (Contractor's form) shall be forwarded to Facilities Management Department for formal review.

2.9 It is understood that the service and maintenance provided for herein <u>DOES NOT</u> include the following:

(a) Responsibility for equipment room conditions or overall system performance.

(b) Supplying, changing or cleaning air filters.

(c) Piping other than refrigerant piping.

(d) Air distribution system, including ductwork and fan casings.

(e) Damage due to freezing weather.

(f) Water treatment and acid cleaning.

(g) Corrosion or erosion damage to water, brine, process or steam side of equipment.

(h) Disconnect switches and circuit breakers.

(i) Complementary equipment (for example, but not confined to, the following: cabinets, fixtures, boxes, water supply lines, drain lines and steam lines).

2.10 The Contractor will repair or replace any worn parts found during the preventive maintenance service, or when performing non-routine service work to maintain the chillers in good working condition. Replacement of chiller parts shall be billed at Contractor's cost as bid in Attachment A, PRICING.

2.11 Labor pricing to perform REGULAR or AFTER HOURS repair service is not included in the Preventative Maintenance program portion of this document. Therefore, regular/after hour's service repairs will be made on a time and materials basis upon approval by Maricopa County's representative.

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

2.13 Water treatment at the chiller sites shall be performed by a qualified water treatment firm and shall be the responsibility of the County.

2.14 CHILLER REPLACEMENT:

Existing chillers rated over 125 tons requiring replacement due to obsolescence or gross mechanical failure shall be replaced with York or Trane brands only. Chillers rated less than 125 tons may be of any brand providing they have scroll or screw-type compressors with each compressor on an independent refrigeration circuit. Replacements shall be quoted as an all-inclusive project, not as time and materials.

2.15 TRIP CHARGES:

Trip charges are allowed when the contractor arrives on site and is unable to locate a County representative familiar with the work, sometimes referred to as a dead-end call --or-- the technician examines the equipment and nothing is found to be wrong and therefore actual labor is not required. Should this be the case, <u>only the trip charge is allowed</u>, no labor charges shall be imposed on the County. Combination of trip charges <u>and</u> labor rates are <u>not</u> allowed if the service call is legitimate and actual repair work is initiated.

2.16 RENTAL CHILLERS AND COOLING TOWERS:

There may be times when it is necessary to rent a chiller due to the existing machine needing replacement and the new one may have a long order lead time, or other functional reasons. The cost for this shall be an all-inclusive line item priced in Attachment A, PRICING, with written quotations for installation/removal (time and materials), as each site does pose a degree of difficulty for access to the Contractor (i.e., use of a crane).

The chiller rate is for monthly rates only **(**based on a per ton charge**)**, no daily rates. All work to be done on regular business hours. Price to include chilled water supply and return hoses and electrical cable. The monthly rate based on utilizing the disconnect of the existing chiller.

Taxes for rental chillers shall be built into the monthly bid rate

2.17 CONTRACTOR QUALIFICATIONS:

2.17.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Air Conditioning and Refrigeration license L-39. A copy of such must accompany bid package.

2.17.2 Levels 2 and 3 certified employees for performance of PM Inspection Sections 2.8 (b) (c).

2.17.3 Each contractor's technical staff must have a minimum of (3) factory trained service technicians at their local service center. All technicians assigned to this contract must be certified to work on 4,160-volt chillers, proof of such must accompany bid package.

2.17.4 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/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder 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 Materials Management Department upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

2.18 CONTRACTOR REQUIREMENTS:

2.18.1 Required background checks: A background check shall be a requirement for all employees of Contractor's staff providing services to the county. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The County shall incur the cost of this service.

2.18.2 The Contractors 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 the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.18.3 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.

2.18.4 Employees of the Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.18.5 Contractor MUST comply with all Federal E.P.A. and O.S.H.A. guidelines in effect for each service occurrence.

2.18.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.

2.18.7 The Contractor shall make necessary repairs to the equipment in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.18.8 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

2.19 INVOICES AND PAYMENTS:

Invoicing for FMD sites shall be sent to:
Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003

2.19.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.19.1.1 Company name, address and contact
2.19.1.2 County bill-to name and contact information
2.19.1.3 Contract Serial Number
2.19.1.4 County purchase order number
2.19.1.5 County building/site number
2.19.1.6 FMD Trouble Call number
2.19.1.7 Invoice number and date
2.19.1.8 Payment terms
2.19.1.9 Date of service or delivery
2.19.1.10 Itemized Parts (if applicable)
2.19.1.11 Contract Item number(s)
2.19.1.12 Description of Purchase (product or services)
2.19.1.13 Pricing per unit of purchase
2.19.1.14 Extended price
2.19.1.15 Mileage w/rate (if applicable)
2.19.1.16 Arrival and completion time (if applicable)
2.19.1.17 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.19.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.19.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.20 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.21 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit. (N.B. - $1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

RICHARD CRAGO, SENIOR PROCUREMENT SPECIALIST-FMD, 602 506 8198
(richard.crago@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

3.13.1 Two copies of the following:

3.13.1.1 Attachment A - Pricing
3.13.1.2 Attachment B - Agreement Page (with original signatures)
3.13.1.3 Attachment C - References
3.13.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)
3.13.1.5 Permits, Licenses
3.13.1.6 Any other Required Submittals

3.13.2 One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.14 MARICOPA COUNTY VENDOR REGISTRATION

Each Vendor shall register online following the procedures identified in EXHIBIT 1 – VENDOR REGISTRATION PROCEDURES. Upon completion of registration a ten (10) character Identification Number, beginning with the letter "W" followed will be assigned. This Identification Number shall be included in ATTACHMENT A (Pricing) where indicated. Bids submitted without this number may be deemed non-responsive and not considered for award.

3.15 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.15.1 Compliance with specifications
3.15.2 Price
3.15.3 Determination of responsibility
3.15.4 Previous performance under a County contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.16.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.16.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.16.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.17 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X_YES _____NO

PRICING SHEET: NIGP 0311301

1.0 PRICING:

Per specifications, pricing for preventative maintenance and repairs of centrifugal chillers:
(Rental per month charges are based on per ton cost. Installation/removal shall be time and materials)

Centrifugal Chillers

County Administration Bldg. [3310]
301 W. Jefferson St.
Phoenix, AZ

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
1.1	Trane	RTHDUC2F	$ 328.00	$ 3,226.00	$ 50.00	**$ 1,824.00**
1.2	Trane	RTHDUC2F	$ 328.00	$ 3,226.00	$ 50.00	**$ 1,824.00**
1.3	Trane	RTHDUC2F	$ 328.00	$ 3,226.00	$ 50.00	**$ 1,824.00**
1.4	Trane	RTHDUC2F	$ 328.00	$ 3,226.00	$ 50.00	**$ 1,824.00**

West Court Building [3301]
111 S. 3rd Ave.
Phoenix, AZ

1.5	York	YKDGDH8CYD	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.6	York	YKDGDH8CYD	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.7	York	YKDGDH8CYD	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.8	York	YKPBBH2CUC	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**

Juvenile-SE [2856]
1810 S. Lewis
Mesa, AZ

1.9	York	YTB1C1C1CJE	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.10	York	YTB1C1C1CJE	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**

SE Regional Center [2855]
222 E. Javelina
Mesa, AZ

1.11	Trane	CVHF30	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.12	Trane	CVHF30	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
	Jackson Street Customer Service Center [3315] 601 W. Jackson St. Phoenix, AZ					
1.13	York	YTG0A1B2CFG	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.14	York	YTG0A1B2CFG	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
	Forensic Science (3320) 701 W. Jefferson Street Phoenix, AZ					
1.15	York	YTG1A1C1-CHJ	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.16	York	YTG1A1C1-CHJ	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
	Juvenile - Durango [1706] 3125 W. Durango Phoenix, AZ					
1.17	McQuay	PEH063	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.18	McQuay	PEH063	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
	MCSO Central Plant (1964) **& Lower Buckeye Jail Bldg (1961)** 3180 W Lower Buckeye Rd Phoenix, AZ					
1.19	Trane	CVHF910	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.20	Trane	CVHF910	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.21	Trane	CVHF910	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.22	Trane	CVHF910	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.23	Trane	CVHF910	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.23.1	**Trane**	**CVHF910**	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.23.2	**McQuay**	**ALS186627 (SCREW – AIRCOOLED)**	**$ 328.00**	**$ 3,472.00**	**$ 50.00**	**$ 1,824.00**
	Consolidated Downtown Justice Courts (4053) 620 W. Jackson St Phoenix, AZ					
1.24	York	YKBBBCP5-CNF	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**
1.25	York	YKBCBDP5-CLFS	$ 328.00	$ 3,472.00	$ 50.00	**$ 1,824.00**

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
All other Chillers						
	San Tan Courts (1216) 201 West Chicago Chandler, AZ					
1.26	Carrier	06NW225OS7NA-A00		$ 1,046.00	$ 50.00	**$ 1,180.00**
	NE Consolidated Courts (3853) 18380 North 40th St Phoenix, AZ					
1.27	McQuay	AGS230B27-ER10		$ 1,046.00	$ 50.00	
1.28	McQuay	AGS23B27-ER10		$ 1,046.00	$ 50.00	
	NW Consolidated Courts (2033) 14264 West Tierra Buena Lane Surprise, AZ					
1.29	Trane	RTAC1404UJONUAFNNINY		$ 1,046.00	$ 50.00	
	Flood Control Office Building (1402) 2801 West Durango Phoenix, AZ					
1.30	Trane	RTHB150.00FLF00NWP000UNNELF2LFV00U0		$ 1,046.00	$ 50.00	**$ 1,180.00**
1.31	Trane	RTHB150.00FLF00NWP000UNNELF2LFV00U0		$ 1,046.00	$ 50.00	**$ 1,180.00**
	McDOT Warehouse (1408) 2222 South 27th Ave Phoenix, AZ					
1.32	Trane	RTWA0804XE1C3DOWNTH		$ 1,046.00	$ 71.00.00	**$ 1,180.00**
	Transportation Traffic Operations (**1410** ~~1409~~) 2909 West Durango Phoenix, AZ					
1.33	York	YCWJ67TTO-46PE		$ 1,046.00	$ 50.00	**$ 1,180.00**

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
	Durango Jail Admin Security Boiler Room (1601) 3225 West Gibson Lane Phoenix, AZ					
1.34	Trane	RTHC1D1FOFOF1L3F2LFVUOO	**$ 328.00**	$ 3,226.00	$ 50.00	**$ 1,824.00**
1.35	Trane	RTHC1D1FOFOF1L3F2LFVUOO	**$ 328.00**	$ 3,226.00	$ 50.00	**$ 1,824.00**
	Towers Jail (1612) 3127 West Gibson Lane Phoenix, AZ					
1.36	**Trane** ~~York~~	**RTAA-0704-XT01-A300-GKNB-P** ~~YCAZ74BB3-46PA~~		$ 1,046.00	$ 50.00	
	Juvenile Detention (1703) 3125 West Durango Phoenix, AZ					
1.37	Carrier	30GT-190-610KA		$ 1,046.00	$ 50.00	
	SE Sheriff Substation (2853) 2840 South Lewis Street Mesa, AZ					
1.38	Trane	CGAF0604ACA100C000050.000000T000		$ 1,046.00	$ 89	
	SE Juvenile Facility (2856) 1810 South Lewis Street Mesa, AZ					
1.39	York	YRVCVCTO-46A	**$ 328.00**	$ 3,226.00	$ 50.00	**$ 1,824.00**
	West Courts Building (3301) 111 South 3rd Avenue Phoenix, AZ					
1.40	Trane	CGAFC40441000000000000T000		$ 1,046.00	$ 95.00	
	Facilities Management Division (3311) 401 West Jefferson Street Phoenix, AZ					
1.41	Trane	**RTA084XL01A3D1BN** ~~RTWA1254XE01C300W~~		$ 1,046.00	$ 71.00	
1.42	Trane	**RTA084XL01A3D1BN** ~~RTWA1254XE01C300W~~		$ 1,046.00	$ 71.00	

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
	Old Courthouse (3401) 125 West Washington Street Phoenix, AZ					
1.43	Trane	RTWA1254XE01C300W		$ 1,046.00	$ 50.00	**$ 1,180.00**
1.44	Trane	RTWA1254XE01C300W		$ 1,046.00	$ 50.00	**$ 1,180.00**
1.45	Trane	RTWA1254XH01C3COWN		$ 1,046.00	$ 50.00	**$ 1,180.00**
	~~Central Office and Clinic (3807)~~ ~~1825 East Roosevelt Street~~ ~~Phoenix, AZ~~					
~~1.46~~	~~Trane~~	~~RTWA0804XE01C3COWFNT~~		~~$ 1,046.00~~	~~$ 71.00~~	
~~1.47~~	~~Trane~~	~~RTWA0804XE01C3COWFNT~~		~~$ 1,046.00~~	~~$ 71.00~~	
	~~George L. Campbell Building (3824)~~ ~~17811 North 32nd Street~~ ~~Phoenix, AZ~~					
~~1.48~~	~~Trane~~	~~RTWA1254XE01C3D1WNTH~~		~~$ 1,046.00~~	~~$ 50.00~~	
~~1.49~~	~~Trane~~	~~RTWA1254XE01C3D1WNTH~~		~~$ 1,046.00~~	~~$ 50.00~~	
	Sheriff Warehouse and Matreials Management (6202) 319 West Buchanan Street and 320 West Lincoln Drive Phoenix, AZ					
1.50.00	York	YCAL005DEC46XBASDTXLTXRL		$ 1,046.00	$ 89.00	
	Avondale Sheriff Substation (0309) 920 East Van Buren Avondale, AZ					
1.51	Trane	CGWD0404CJOHAT101FFOUG		$ 1,046.00	$ 95.00	**$ 1,180.00**
	Department of Transportation Admin Building (1401) 2901 West Durango Phoenix, AZ					
1.52	Trane	RTHB150.00FLF00NWP000UNNELF2LFV00U0		$ 1,046.00	$ 50.00	**$ 1,180.00**
1.53	Trane	RTHB150.00FLF00LWP000UNN3LF2LFV00U0		$ 1,046.00	$ 50.00	**$ 1,180.00**

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

	Brand	Model	Quarterly PM	Annual PM	Rental /per month /per ton	Additional Cond. Tube Brushing
	Lower Buckeye Jail Detention **3250 W. Lower Buckeye Road** **Phoenix, AZ**					
1.53.1	**McQuay** **Elections (6205)** **~~620 W. Jackson St~~. 510 S. 3rd Ave.** **Phoenix, AZ**	**ALS186627**		$,046.00	$ 50.00	**$ 1,180.00**
1.53.2	**Trane** **Animal Control (1417)** **2500 South 27th Ave** **Phoenix, AZ**	**RTAC1554**		$ 1046.00	$ 50.00	
1.53.3	**Trane** **Public Health Lab (3846)** **1645 E Roosevelt** **Phoenix, AZ**	**RTAC200A**		**$ 1131.00**		
1.53.4	**Trane**	**RTAC1704**		**$ 2262.00**		

Other Pricing:

	Labor, during normal business hours, non-PM:		
1.54	Journeyman:	$ 84.00	/per hr.
1.55	Apprentice:	$ 74.00	/per hr.
1.56	Labor, during after hours, non-PM		
1.57	Journeyman:	$ 126.00	/per hr.
	Apprentice:	$ 111.00	/per hr.
	Labor, weekends/holidays, non-PM		
1.58	Journeyman:	$ 143.00	/per hr.
1.59	Apprentice:	$ 126.00	/per hr.
1.60	Trip charge (See Section 2.15) (if applicable)	$ 84.00	/per occurrence
1.61	Pipe Fabrication:	$ 84.00	/per hour
1.62	Refrigerant analysis	$ 264.00	/per request
1.63	Oil analysis (performed during non-PM interval) per sec. 2.8 (a):	$ 84.00	/per hr.

TRANE, 850 W. SOUTHERN AVENUE, TEMPE, AZ 85282

1.64	Joy fan, vibration analysis per sec. 2.8 (c):	$ 84.00	/per hr.
1.65	Joy fan, repair rate, normal business hours:	$ 84.00	/per hr.
1.66	Marley gearbox, repair rate, normal business hours:	$ 84.00	/per hr.
1.67	Labor, for services outside the scope of contract:	$ 84.00	/per hr.
1.68	All parts, components, chiller replacements, cost plus:	29	%

Terms:	NET 1% 10 Days Net 30
Vendor Number:	W000002291 X
Telephone Number:	602-258-9600
Fax Number:	602-253-3801
Contact Person:	W. Douglass Shewmaker
E-mail Address:	wdshewmaker@trane.com
Company Web Site:	www.trane.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **June 30, 2010.**