



**REQUEST FOR PROPOSALS (RFP)
FOR
SYSTEM SERVICES & SUPPORT
OF
Portland State University's (PSU) Chiller Maintenance Services
(RFP No. #19754)**

**ATTENTION POTENTIAL
PROPOSERS!!**

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Bidding Process

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's ("PSU") responsibility to notify participating Vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows. (The terms "Portland State University", "PSU", "campus", and "University" are used interchangeably in the RFP.)

Web Link: <http://www.ous.edu/bapp/bopps/index/ppsu>

All Proposal questions and inquiries must be sent by email to fapcontracts@pdx.edu. **The subject line of the email must state the following: RFP #19754 (Chiller Maintenance Services) Questions and Inquiries.** Any questions and inquiries that are not so submitted and identified will not be responded to.

RFP Data

Commodity Title:	<u>Chiller Maintenance Services</u>
Buyer:	The State Board of Higher Education acting by and through Portland State University (PSU)
Solicitation Officer:	Cate Antisdell, Construction Contracts Supervisor
Phone/Fax:	503-725-4326, Fax: 503-725-4329
Email:	fapcontracts@pdx.edu
Date Issued:	March 28, 2012

RFP Proposal Deadline for Receipt by PSU Facilities & Planning Office

Day/Date:	April 12, 2012
Time:	3:00 p.m., Pacific Daylight Time (PDT)
Location/Address: (hand deliver Proposals here)	PSU Facilities & Planning Office 617 SW Montgomery Street, Suite 202 Portland, OR 97201
Mailing Address:	Portland State University Contracts PO Box 751 – FAP Portland, OR 97207-0751

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SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. You must check on <http://www.ous.edu/bapp/bopps/index/pspsu> for any schedule dates change prior to the Proposal due dates.

These dates are for reference only; we may change these dates at our discretion.

Issue RFP		March 30, 2012
Non-Mandatory Site Visit and Pre-Proposal Conference (1:00 pm PDT)		
Location: Portland State University		April 3, 2012
Facilities & Planning, 617 SW Montgomery St. Suite 202		
Portland, OR		
Deadline for Vendor Questions	5:00 pm PDT	April 6, 2012
Deadline for PSU to Respond		April 9, 2012
Proposals Due*	3:00 pm PDT	April 12, 2012
Evaluation Period Ending		April 16, 2012
Anticipated Notice of Intent to Award		April 17, 2012
Deadline to Protest Award		April 23, 2012
Anticipated Date of Contract Execution		April 27, 2012

*** Proposals must be received by the PSU Facilities and Planning Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.**

PURPOSE & BACKGROUND

Portland State University (“PSU” or “Owner”) is seeking proposals from qualified vendors to provide all labor and material for chiller maintenance on over 25 pieces of equipment across campus. The service agreement shall include one comprehensive annual maintenance and one operational chiller service for the PSU equipment listed in the contract specification. The service contract is to begin May 1, 2012 and continue for 3 years ending April 30, 2015.

CONTRACT TERM

The initial contract term is for a period of three (3) years beginning May 1, 2012 and may be renewed for two additional one-year periods. The resulting contract can be extended beyond the initial term and the two one-year renewals, and additional work added if necessary, by mutual written agreement of Portland State University and the vendor.

CONTRACT TERMINATION FOR CONVENIENCE

This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon sixty (60) days notice in writing and delivered by certified mail or in person to the other party.

COOPERATIVE PURCHASING

All Oregon University System (OUS) institutions and other public agencies may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor’s obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases.

SECTION 1: PROPOSER INFORMATION

All Proposals submitted in response to this RFP are subject to the provisions and requirements of all applicable laws and regulations, including Oregon Revised Statutes (ORS) and the Administrative Rules of the Oregon University System.

1. **Right to Reject:** PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by Proposers in the preparation of Proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Non-Mandatory Pre-Proposal Meeting:** A non-mandatory Pre-Proposal Meeting will be held at the date, time and location listed in the Schedule of Events. The purpose of this Meeting is to discuss the proposed service contract.
4. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline for which to do so have passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

PSU reserves the right to reject Proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion, pursuant to paragraphs 7 and 17 below.

PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Envelopes or emails or faxes containing requests for change, protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Instructions for emailing questions are provided on Page 1 of this RFP.

5. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: fapcontracts@pdx.edu or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.
6. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available on the website: <http://www.ous.edu/bapp/bopps/pspsu>. Only documents issued as addenda by the PSU Facilities and Planning Office will serve to change this RFP in any way. No other direction received by the Proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP Proposal. However, Proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final Proposal. Failure to do so may cause the Proposer's Proposal to be rejected.

7. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the PSU environment.

Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **three (3) photocopies** of the same pages which shall be transmitted in a manner so that it is received by the PSU Facilities & Planning Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original Proposal shall be marked "ORIGINAL".

Proposals and pricing must be submitted in the format incorporated herein by reference as Attachments 1 and 2. Proposals that do not follow this response format may not be considered.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the Proposer. The person signing the RFP shall initial alterations or erasures in ink. **The original Proposal submitted by a Proposer must bear an original signature. Failure to submit a Proposal bearing an original signature may result in rejection of the Proposal.** No oral, telegraphic, telephone, e-mail or facsimile Proposals will be accepted. Proposals, including pricing, must not be submitted in three ring binders or with any binding that cannot be easily removed. Large clips are acceptable. It is also recommended that Proposals be printed on at least 30% recycled paper. Proposals must not include any tabbing or glossy paper, **must be printed two sided**, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the Proposal should be included. Please do not utilize any plastic cover sheets. Respondents must also submit an electronic copy of the complete Proposal on one CD, and the Pricing Proposal on a separate CD. The content of the CD's should be in a PC legible format (Adobe PDF format) for the Proposal, and in an Excel format for the Pricing. Each CD should be clearly marked with the respondent's company name and identified as "Proposal" and "Pricing Proposal".

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and Title and the date and time RFP Proposals are due as well as the name of the vendor submitting the documents. **Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal"**, with the name of the vendor submitting the Proposal clearly identified on each page of the Pricing Proposal. Three (3) copies of the Pricing Proposal must be submitted. Pricing information must not be included with the rest of the Proposal in any manner whatsoever. Failure to completely separate pricing from the rest of the Proposal may result in rejection of the Proposal.

Proposals and pricing information must be received and time-stamped by the PSU Facilities & Planning Office (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, Proposers using the U.S. mail to submit their Proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for Proposal rejection.

Proposer must include a separate cover sheet that identifies the company name, the company's primary and secondary contact person's name for the individuals responsible for answering questions in regard to the Proposal, and include the primary and secondary contact person's email, phone and fax number as well as company's web address.

8. **Public Records:** This RFP and one copy of each original Proposal received in Proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the Proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their Proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

9. **Information Submitted:** Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.
10. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
11. **The Evaluation Process:** All Proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the Proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used.
 - a. Pursuant to the provisions of Oregon Administrative Rule (OAR) 580-061-0010(40), Proposals will be evaluated to determine which are to be considered "responsive" (substantially comply in all material respects with the requirements, specifications and criteria as defined in this RFP), and which Proposals, if any, would be considered "non-responsive" (failed to substantially comply in all material respects with the requirements, specifications and criteria as defined in this RFP). PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies.
 - b. The committee will reject those Proposals that are "non-responsive" within the meaning of the above definition, and as authorized by OAR 580-061-0130 (rejection of individual bids or Proposals). For those Proposals considered "responsive", the committee will further evaluate them using the mandatory point's process to determine that Proposal which would meet PSU's needs in terms of best overall value pursuant to OAR 580-061-0060.
 - c. Proposals that meet all mandatory requirements will be further evaluated on their value to PSU in meeting PSU's overall needs. PSU reserves the right to obtain clarification of any point in a vendor's Proposal or to obtain additional information necessary to properly evaluate a Proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's Proposal. PSU's retention of this right shall in no way reduce the responsibility of vendors to submit complete, accurate, and clear Proposals.
 - d. The selection of "finalist" Proposer(s) will be determined by the evaluation committee independently scoring the Proposals and then combining the scores and pricing information to determine the overall Proposal score.
12. **Investigation of References:** PSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any Proposal or to reject all Proposals at any time prior to PSU's execution of a contract in the event Proposer's reference checks prove unsatisfactory.

13. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and fact, whether gained from the Proposer's Proposal, question and answer conference, references, or any other source in the evaluation process.
14. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given Proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the Proposer notice, specifying the grounds for rejection, and allow the Proposer 15 calendar days to respond in writing. Following such response, PSU, in its sole discretion may reject the Proposal as provided in the referenced administrative rules.
15. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all Proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the Proposals to determine the "finalist" Proposers. Finalists will be those highest-ranked responsive, responsible Proposers after evaluation of the Proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. PSU reserves the right to select the Proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist Proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the finalist Proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

PSU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the lowest cost to PSU. In the event that Finalist Proposals do vary significantly, PSU reserves the right to conduct discussions with the Finalist Proposers, to accept best and final offers from those Finalists, and to negotiate changes, if it's in PSU's best interest to do so. Should PSU choose to enter into any negotiation of contract terms and conditions with Finalist Proposers, Proposers should pay close attention to the following:

- a. **Supplemental Terms and Conditions:** PSU will only negotiate terms and conditions which are supplemental and reasonably related to the Contract and which are contained in any Proposer software licensing agreements, maintenance contracts, technical support agreements, and any other forms or documents that the Proposer desires to be considered for inclusion in the final terms and conditions of the Contract and which have been included in their Proposal pursuant to Paragraph 6 of this Section. Universities will not include in the final Contract, nor consider for negotiation, Proposers' supplemental terms and conditions that materially conflict with this RFP including the Standard or Special Terms and Conditions, or which would materially change the nature of this solicitation, or adversely affect competition. However, Proposers should note that PSU also reserves the right to select a Proposer for award from the original Finalist Proposals received, so the best possible Proposals should be submitted when first responding to this RFP.
- b. **Negotiations with Finalist Proposer:** Once PSU has determined the highest ranked Finalist Proposer, PSU will commence negotiations with that Proposer to obtain a mutually agreeable Contract. If PSU is able to negotiate a mutually agreeable Contract with the highest ranked Proposer, it will award the Contract to the highest ranked Proposer without commencing negotiation with any other Finalist Proposers. If, in PSU's sole and absolute discretion, it is determined that the Finalist Proposer is not responsive to the process, or that the parties will be unable to negotiate a mutually agreeable Contract, or if the Finalist Proposer decides not to continue participation in the negotiations, PSU may suspend negotiations with the highest ranked Finalist Proposer and commence negotiations with the next highest ranked Finalist Proposer to arrive at a mutually agreeable Contract. If it is in PSU's best interest to do so, PSU will continue this process of negotiations with Finalist Proposers in descending rank until PSU is able to obtain a mutually agreeable Contract with a Finalist Proposer. Once PSU has obtained a mutually agreeable Contract, PSU will cease negotiations and not negotiate with any lower ranked Proposers.

After receiving the evaluation summary PSU Facilities & Planning Office will name one or more apparent successful Proposer(s) and announce its Intent to Award to one or more of these Proposer(s). Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to award of the

Contract. All competing Proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful Proposer. All competing Proposers shall be given seven (7) calendar days to review the RFP file and evaluation report at the PSU Facilities & Planning Office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to the PSU Facilities & planning Office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful Proposer.

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

- a. Reject all protests and proceed with final evaluation of the apparent successful Proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a Contract with apparent successful Proposer(s); OR
- b. Sustain a meritorious protest(s) and reject the apparent successful Proposer(s) as non-responsive if such Proposer(s) is unable to demonstrate that its Proposal(s) complied with all material requirements of the RFP and Oregon public procurement law; thereafter, PSU may name a new apparent successful Proposer(s); OR
- c. Reject all Proposals and cancel the procurement.

16. Supplemental Terms and Conditions: While PSU will not consider Proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such Proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP (see Section 6). PSU will not consider any supplemental terms and conditions that have not been submitted with the Proposal. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the Proposal. Any terms and conditions that are not submitted with the Proposal will not be considered.

17. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are hereby incorporated by reference into this RFP:

- Attachment 1: Proposal Response Format
- Attachment 2: Pricing Response Format and Requirement

SECTION 2: REQUIREMENTS & SPECIFICATIONS

CENTRIFUGAL CHILLER SERVICE

Operational inspection service to include:

GENERAL

- Visually inspect the chiller check for vibrations, unusual noises, oil spots burn marks etc.
- Visually inspect equipment and devices external to the chiller i.e. rupture disks, relief valves, piping, valves, flanges, mounting points etc.
- Check control cabinet for cleanliness, moisture, oil, etc.
- Look for Indication devices and alarm lights
- Check for obvious errors of installed pressure and temperature gauges.
- Verify operation of flow switches (CHW, CW, etc.)
- Observe setpoints safety limits and operation of controls
- Operate vane control system - lube as required
- Check motor control / VFD enclosure interior and components for cleanliness , moisture and oil
- Check contacts for signs of wear, arcing, overheating, etc.
- Review operational information dynamic and historical report on any off normal conditions.
- Check refrigerant charge.

PURGE SYSTEM (where applicable)

- Verify that the purge unit is operational.
- With the purge unit operating, check the purge tank condensing activity by observing the refrigerant in the moisture indicating sight glass. Report on lack of refrigerant flow or moisture indication in the sight glass.
- Check operational and historical data for diagnostic information such as excessive pump out times.

Comprehensive annual service to include:

EXTERIOR

- Visually inspect the chiller check for vibrations, unusual noises, oil spots burn marks etc.
- Visually inspect equipment and devices external to the chiller i.e. rupture disks, relief valves, piping, valves, flanges , mounting points etc.

CONTROLS

- Check control cabinet for cleanliness, moisture, oil, etc.
- Check cabinet for cleanliness, moisture, oil, etc.
- Inspect wires for security and damage.
- Torque all accessible wire connections and check for corrosion.
- Look for Indication devices and alarm lights.
- Check set and test low pressure cutout, high pressure cutout, chilled water low temperature cutout.
- Verify high motor temperature cutout settings
- Verify oil temperature and pressure controls and cutouts.
- Measure and record control run load amp settings.
- Test Pump aux.
- Check for obvious errors of installed pressure and temperature gauges.
- Flow switches (CHW, CW, etc.)
- Observe setpoints safety limits and operation of controls
- Operate vane control system - lube as required

STARTER or VFD

- Check the compressor motor control / VFD enclosure interior and components for cleanliness, moisture and signs of oil.

- Inspect the contacts and terminals for signs of wear, arcing, overheating, etc.
- Check and record load amperage on all three legs of compressor and oil pump motor.
- Measure and record the voltage L1 – L2, L2 - L3, L1-L3
- Crammer Hall Chiller 2 (CVHF485) change cooling fluid and perform service per Trane IOM.

MOTOR

- Check motor continuity
- Megger the motor windings, DO NOT MEG MOTOR WITH LEADS CONNECTED TO THE VFD. REMOVE THE MOTOR LEAD FROM THE VFD PRIOR TO MEG TESTING. Record readings M1, M2, M3, M4, M5, M6.
- Clean the motor terminal board
- Check and tighten motor terminals
- Inspect dash pots (if applicable).
- Check the refrigerant charge (if possible)
- Operational check the system (if possible)
- Log all the readings (if running)
- Replace all filter dryers
- Report any problems found
- Inspect the system during operation
- Log Chiller Operation

OIL SUMP

- Spectrochemical Oil Analysis: Is to be done through Herguth Laboratories. The oil sample shall be taken on a day when the chiller is running. The oil analysis shall determine moisture content, acid level and wear metal content at a minimum. The SRTC Trane CVHF1070 chiller and the Trane RTHC chiller in the Urban Center will have had their oil changed outside of this contract in year 1. The oil analysis for these machines will be done after the chillers have logged some run time on the new oil, in August of year 1. After the first year the oil analysis for all chillers will be done at the same time as all the others.
- Check oil level.
- Replace the oil filters (Trane Centrifugals only).
- Change oil and filter for Ondine McQuay WSC063 chiller.

LEAK TEST CHILLER

- Inspect unit for signs of refrigerant or oil leaks.
- Check unit for any loose bolts on flanges, volutes or casings.
- Thoroughly leak check high pressure systems using an electronic halogen (or approved equal) leak detector capable of detecting refrigerant leaks down to .05 Oz per year.
- Leak test in vent piping of all relief valves for presents of refrigerant to detect improperly seated relief valves. Replace any leaking relief valves.
- For low pressure systems review purge pump out times, oil analysis and performance data to determine if the system has a leak.

PURGE SYSTEM

(Provide the following maintenance for each of the low pressure centrifugal chillers with purge units)

- Verify that the purge unit is operational.
- With the purge unit operating, check the purge tank condensing activity by observing the refrigerant in the moisture indicating sight glass. Report on lack of refrigerant flow or moisture indication in the sight glass.
- Check operational and historical data for diagnostic information such as excessive pump out times.
- Inspect and clean the air-cooled condenser coil. Clean the coil from the fan side using compressed air or coil cleaner.
- Inspect the purge tank and carbon tank for damage or degradation. Make any needed repairs to the insulation.
- Check the purge system for leaks.

- Inspect the purge system control panel for moisture, oil and signs of overheating. Tighten all accessible wire terminal connections.
- Change the filter drier assembly.
- Check operational and historical data for diagnostic information such as excessive pump out times.

SCREW CHILLER SERVICE

Operational inspection service to include:

GENERAL

- Review operational information dynamic and historical report on any off normal conditions.
- Visually inspect the chiller check for vibrations, unusual noises, oil spots burn marks etc.
- Visually inspect equipment and devices external to the chiller i.e. rupture disks, relief valves, piping, valves, flanges , mounting points etc.
- Check control cabinet for cleanliness, moisture, oil, etc.
- Look for Indication devices and alarm lights
- Check for obvious errors of installed pressure and temperature gauges.
- Verify operation of flow switches (CHW, CW, etc.)
- Observe setpoints safety limits and operation of controls
- Operate and inspect slide valve control system
- Check motor control enclosure interior and components for cleanliness, moisture and oil
- Check contacts for signs of wear, arcing, overheating, etc.
- Check oil level and refrigerant charge.
- Check the sight glasses for signs of moisture.
- Check the refrigerant filter temperature drop at full load if possible; refer to the chiller IOM manual procedure.
- Tighten all electrical connections in the control panel and starter panel.
- Report any problems found

Comprehensive annual service to include:

EXTERIOR

- Visually inspect the chiller check for vibrations, unusual noises, oil spots burn marks etc.
- Visually inspect equipment and devices external to the chiller i.e. rupture disks, relief valves, piping, valves, flanges , mounting points etc.

CONTROLS

- Check control cabinet for cleanliness, moisture, oil, etc.
- Check cabinet for cleanliness, moisture, oil, etc.
- Inspect wires for security and damage.
- Torque all accessible wire connections and check for corrosion.
- Look for Indication devices and alarm lights.
- Check set and test low pressure cutout, high pressure cutout, chilled water low temperature cutout.
- Verify high motor temperature cutout settings.
- Verify oil temperature and pressure controls and cutouts.
- Measure and record control run load amp settings.
- Test pump aux.
- Check for obvious errors of installed pressure and temperature gauges.
- Flow switches (CHW, CW, etc.)
- Observe setpoints safety limits and operation of controls
- Operate vane control system - lube as required

STARTER

- Check the compressor motor control enclosure interior and components for cleanliness, moisture and signs of oil.
- Inspect the contacts and terminals for signs of wear, arcing, overheating, etc.
- Check and record load amperage on all three legs of compressor and oil pump motor.
- Measure and record the voltage L1 – L2, L2 - L3, L1-L3

MOTOR

- Check motor continuity
- Megger the motor windings. Record readings M1, M2, M3, M4, M5, M6.
- Clean the motor terminal board
- Check and tighten motor terminals
- Check the refrigerant charge (if possible)
- Operational check the system (if possible)
- Log all the readings (if running)
- Replace all filter dryers
- Report any problems found
- Inspect the system during operation
- Log chiller operation

OIL SUMP

- Replace the oil filter element(s), per procedures in the chiller IOM manual.
- Spectrochemical Oil Analysis: Is to be done through Herguth Laboratories. The oil sample shall be taken on a day when the chiller is running. The oil analysis shall determine moisture content, acid level and wear metal content at a minimum. The Trane RTHC chiller in the Urban has had an oil change in December 2011. Take the oil sample for the Urban RTHC chiller as late in the summer as reasonable. After the first year the oil analysis for all chillers will be done at the same time.

LEAK TEST CHILLER

- Inspect unit for signs of refrigerant or oil leaks.
- Check unit for any loose bolts on flanges, volutes or casings.
- Thoroughly leak check using an electronic halogen (or approved equal) leak detector capable of detecting refrigerant leaks down to .05 Oz per year.
- Leak test in vent piping of all relief valves for the presents of refrigerant to detect improperly seated relief valves. Replace any leaking relief valves.

MILLAR LIBRARY MULTISTACK CHILLER

Operational inspection service to include:

GENERAL:

- Review operational information dynamic and historical report on any off normal conditions.
- Visually inspect the chiller check for vibrations, unusual noises, oil spots burn marks etc.
- Visually inspect equipment and devices external to the chiller i.e piping, valves, flanges , mounting points etc.
- Check control cabinets for cleanliness, moisture, oil, etc.
- Check contacts for signs of wear, arcing, overheating, etc.
- Look for Indication devices and alarm lights
- Check for obvious errors of installed pressure and temperature gauges.
- Verify operation of flow switches (CHW, CW, etc.)
- Observe setpoints safety limits and operation of controls.
- Check refrigerant charge.

- Check the sight glasses for signs of moisture.
- Report any problems found

Comprehensive annual service to include:

Electrical

- Check all external interlocks.
- Inspect compressor terminals.
- Tighten all contactor, relay and circuit breaker terminals.
- Check all safety controls.
- Check and record voltages and amperages for compressors.
- Inspect relay contacts for damage or pitting.

Refrigeration Circuits

- Analyze refrigerant with tube type moisture/acid analyzer.
- Check and record refrigerant subcooling and superheat.
- Check liquid solenoid valves
- Check expansion valve and sensing bulb connections.

Cabinet and Related Hardware

- Dry clean electrical panels, remove debris.

**SCROLL AND SMALL RECIPRICATING COMPRESSOR SYSTEMS.
(SRTC, XSB and UCB MULTISTACKS and EDDB air cooled chiller)**

Operational inspection service to include:

GENERAL

- Inspect unusual noises, vibration, odor, etc.
- Inspect structural elements for corrosion and damage
- Inspect mounting points for secureness, tighten if necessary
- Check secureness of guards, doors and panels
- Look for system leaks in piping, flange connections, etc
- Log chiller operation volts, amps, pressure etc.

Comprehensive annual service to include:

GENERAL

- Inspect unusual noises, vibration, odor, etc.
- Inspect structural elements for corrosion and damage
- Inspect mounting points for secureness, tighten if necessary
- Check secureness of guards, doors and panels
- Look for system leaks in piping, flange connections, etc.
- Verify crankcase heater operation

ELECTRICAL

- Check cabinet for cleanliness, moisture, oil, etc.
- Check all electrical components (contactors, fuses, relays, et...) to identify any signs of overheating or excessive wear.
- Inspect wires for security and damage.
- Check connections for tightness and corrosion. Tighten all accessible connections as needed.

- Check for obvious errors on installed pressure and temperature gauges.
- Check all safeties
- Measure Voltage L1 & L2 ___ L2 & L3 ___ L1 & L3 ___
- Verify crankcase heater operation and terminals tightness.
- For the air cooled unit EDDBA: Check that all mounting hardware for fans and condenser coils are tight. Observe condenser fan operation and check for proper balance.

FILTRINE CHILLERS

Operational inspection service to include:

GENERAL

- Check cooling pump operation.
- Check cooling pump for indication of shaft seal leak.
- Look for system leaks in piping, pipe connections, etc.
- Log chiller operation volts, amps, pressure etc.
- Check compressor oil level.
- Check crankcase heater operation.

Comprehensive annual service to include:

GENERAL

- Check cooling pump operation.
- Check cooling pump for indication of shaft seal leak.
- Simulate a fault on each of the refrigeration safety switches. Verify that the appropriate reactions occur for each type of fault.
- Clean the condenser coils and fans if there is excessive contamination.
- Turn power to the chiller off from the service disconnect. Open the main electrical housing and inspect all electrical connections for tightness. Look for unusual signs such as melted insulation, etc. that may indicate a potential problem.
- Restore power to the chiller and measure amperage to each fan motor. Verify that it does not exceed the nameplate FLA. Repeat this for each fan.
- Check compressor oil level.
- Check crankcase heater operation.
- Log chiller operation volts, amps, pressure etc.

COOLING TOWER MAINTENANCE (Urban Center Only)

350 Ton large open cooling tower

- ~~Drain sump and piping~~ – By PSU
- ~~Clean the cooling tower~~ – By PSU
- Clean the suction diffuser screens on the condenser water pumps
- ~~Flush the tower~~ – By PSU
- Inspect general condition of the unit
- ~~Inspect protective finish~~ – By PSU
- ~~Clean and flush the sump~~ – By PSU
- ~~Clean sump strainer~~ – By PSU
- Check and adjust sump water level
- Inspect heat transfer section
- Inspect spray nozzles

- Check and adjust fan belt tension
- Check and adjust bleed rate
- Check operation of the make-up valve
- Check unit for unusual noise or vibration
- Check fan bearing locking collars
- Check motor voltage and current
- Lubricate fan shaft bearings
- Lubricate fan motor bearings
- Lubricate motor base adjustment screw
- Check fan for rotation without obstruction
- Check fan and pump motor for proper rotation
- ~~Refill start and run~~ By PSU

100 Ton Small closed loop tower:

- ~~Drain sump and piping~~ By PSU
- ~~Clean the cooling tower~~ By PSU
- ~~Flush the tower~~ By PSU
- ~~Clean the coil~~ By PSU
- Inspect general condition of the unit
- Inspect protective finish
- ~~Clean and flush the sump~~ By PSU
- ~~Clean sump strainer~~ By PSU
- Check and adjust sump water level
- Inspect heat transfer section
- Inspect spray nozzles
- Check and adjust fan belt tension
- Check and adjust bleed rate
- Check operation of the make-up valve
- Verify the operation of the scroll damper
- Lube the scroll damper pivot points
- Verify the operation of the discharge damper
- Lube discharge linkage
- Check unit for unusual noise or vibration
- Check fan bearing locking collars
- Check motor voltage and current
- Lubricate fan shaft bearings
- Lubricate fan motor bearings
- Lubricate motor base adjustment screw
- Check fan for rotation without obstruction
- Check fan and pump motor for proper rotation
- Service the spray pump per (IOM)
- Service the process water pump per (IOM)
- ~~Refill start and run~~ By PSU

REFRIGERANT MONITOR MAINTENANCE

Comprehensive annual service to include:

- Check the refrigerant monitor enclosure moisture, oil and signs of overheating.
- Clean inside of the enclosure.
- Tighten all accessible wire terminal connections.
- Verify the operation of the refrigerant monitor.
- Connect the monitor to 100 ppm calibration span gas using the proper regulator, gas scrubber and calibration kit connector assembly. Ensure that the refrigerant monitor displays the correct value within + or - 10%. If the displayed reading is outside of this tolerance re-calibrate the monitor.
- Verify the functionality of all the alarms visual, audible and that the associated refrigerant evacuation fans are commanded to operate at the appropriate refrigerant levels.
- After service, functional testing and or calibration place a label on the monitor that indicates the date the system was tested and that it passed or failed this functional test.
- Report any problems found

Scheduling:

The selected contractor shall submit a service delivery plan. The delivery plan will document the date each service function is to take place. PSU will review the service delivery plan and request modifications and needed. The contractor will be expected to resubmit the service delivery plan if need be. Upon acceptance of the service delivery plan the selected contractor will be given notice to proceed. The selected contractor will be expected to honor the approved service delivery plan. All work can be scheduled on regular days Monday through Friday 6:30am – 5:00 pm.

Reporting:

Upon completion of the scheduled service verbally report on any repairs that need to be made. If PSU request a proposal for the repairs the contractor must follow up with a written proposal within 10 days business days. PSU will reserve the right to award and approve the additional work or to put the repair out for bid.

Spectrochemical Oil Analysis is to be done through Herguth Laboratories for all centrifugal and screw chiller compressors listed above. A Herguth account for PSU will be set up by PSU. The oil samples bottles are to be provided by the contractor and shipped to Herguth laboratories by the contractor and at the contractor's expense. Verify the model and serial numbers listed for the equipment are correct prior to shipping the oil samples. Include oil analysis in the annual service report. The selected contractor shall deliver 3 hard copies and one electronic copy of a written service report. The report is to include documented verification that each task listed above has been completed. An electronic copy of the tasking shown above can be provided to the selected contractor for converting in to a tasking check list. The final report shall include a completed tasking check list of the all of the foregoing items.

Exception:

If the selected contractor determines any of the items above are deemed not applicable and the PSU's Chief Building Engineer agrees those, items may be marked N/A

SECTION 3: EVALUATION SCORING

Method of Award. The Contract will be awarded to the Proposer whose Proposal received the highest awarded points and is the best value to meet PSU's needs

Summary of Evaluation Criteria

Costs to PSU	60 Points
Exceeding Mandatory Requirements	5 Points
Vendor History, Experience, Staffing, Emergency Response	20 Points
References..... ..	<u>15 Points</u>
Maximum Total Points Available	100 Points

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

SUBSECTION II: FINANCIAL RESPONSIBILITY-PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer’s financial responsibility to perform the contract. Submission of a signed Proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful Proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in Proposal rejection. PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful Proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the Proposer non-responsible and shall constitute grounds for Proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (Proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the Proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, Proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with Proposal submission.

SUBSECTION III: SIGNATURE BLOCK Company Name: _____

Signature of Proposer’s duly authorized representative for (Contractor)

Printed Name and Title: _____

Phone Number: _____ Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. DEFINITIONS:

“Agreement” or “Contract” means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. “Contractor” means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. “ORS” means Oregon Revised Statutes. “PSU” means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with “Buyer” as used in ORS Chapter 12. “PSU” also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor’s performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State’s Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU..

4. APPROVALS:

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor’s breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

7. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

8. CASH DISCOUNT:

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

10. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU’s request, Contractor will turn over to PSU all documents, papers and other material in Contractor’s possession which contain Confidential Information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU’s notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor’s breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor’s warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. FOREIGN CONTRACTOR:

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their agencies, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,700,000 per occurrence, \$3,400,000 aggregate, and auto liability insurance with a minimum limit of \$1,700,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education acting by and through Portland State University, and their officers and employees.

shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Facilities & Planning Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES – FEDERAL, STATE & LOCAL:

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.

38. TERMINATION:

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon sixty (60) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the

policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. COMPLIANCE WITH BOLI WAGE REQUIREMENTS

Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond. Contractor is responsible for determining whether BOLI or non-BOLI rates apply, and to price its bid quotes accordingly. Contractor will be responsible for compliance with all BOLI rules and regulations with regard to its employees and BOLI reporting requirements. Contractor shall also be required to maintain all documentation and pay any administrative fees as may be required for compliance with BOLI. Additional prevailing wage information can be found on the Internet at www.boli.state.or.us.

42. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

43. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's Proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

44. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

ATTACHMENT 1

PROPOSAL RESPONSE FORMAT

RESPONDENTS SHALL ORGANIZE THEIR PROPOSAL UTILIZING THE SECTION HEADINGS AND ORDER AND FORMAT SET FORTH BELOW

COSTS TO PSU (60 Points)

For Costs associated with Chiller Maintenance, the Bidder with the lowest cost as specified in the Cost Proposal (Attachment 2) will receive full points, higher cost Bidders will receive proportionally lower points according to the formula: $[1 - (\text{Bid \#2} - \text{Low Bid}) / \text{Bid \#2}] \times 50 \text{ pts.}$

The Bidder with the lowest hourly rate for each labor classification as specified in the Cost Proposal (Attachment 2) will receive full points, higher cost Bidders will receive proportionally lower points according to the formula: $[1 - (\text{Bid \#2} - \text{Low Bid}) / \text{Bid \#2}] \times 10 \text{ pts.}$

Exceeding Mandatory Requirements (5 Points)

Describe any additional services included in the Pricing Proposal that exceed the minimum service requirements described in Section 2 above.

Vendor History, Experience, Staffing, Emergency Response (20 Points)

Provide a detailed company profile/history including your experience working on service contracts of similar size to this proposed contract.

Provide details of experience for all proposed staff that will provide service under this contract including years of experience working with centrifugal and screw chillers and certifications showing factory sponsored (or equivalent) training courses for centrifugal or large tonnage screw chillers

Describe your experience with and protocols for emergency response to meet the requirements of this RFP.

References (15 Points)

Provide a list of references (minimum of 2) for your firm on service contracts of similar magnitude as that described in this RFP. Include company name, address, contact person and current telephone number for all.

Proposer's Certification-Mandatory. Properly fill out and sign the Proposer's Certification in Section 6.
Contract Exceptions: Any and all exceptions to terms and conditions identified within this RFP and attachments. Exceptions to terms and conditions identified herein will not be considered. Identification of exceptions to terms and conditions in no way obligates PSU to negotiate or accept identified exceptions.

**ATTACHMENT 2
PRICING RESPONSE FORMAT AND REQUIREMENTS**

PSU, at its sole discretion, may require additional information or clarification regarding pricing information submitted. If requested, PSU will provide time lines for Proposer response to the request for additional pricing information.

**PSU Chiller Maintenance Services
(RETURN THESE PAGES WITH YOUR PROPOSAL)**

Vendor Name: _____

The undersigned in Signature Block, below, submits the following bid for furnishing chiller maintenance services to PSU for the period starting **May 1, 2012** and ending **April 30, 2015**, unless extended per terms of this RFP.

LABOR RATE INCLUDING FRINGE BENEFITS APPLICABLE

Labor Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate

Trip charge \$ _____

For all work that is covered by the scope of the contract but falls outside of normal 8-5 contract requirements, PSU will pay the difference between the applicable overtime rate and the straight time rate.

For additional work not covered by this contract, the University will pay the rates listed above subject to annual adjustment.

Material mark up costs will be capped at 15%

PRICING MATRIX

The contract will consist of one comprehensive annual maintenance and one summer time operational service inspection.

Pricing Form = Price to perform one operational and one comprehensive service as specified above for each piece of equipment. PSU may decide to remove some of the equipment from the list below. Provide pricing such that if equipment is removed the pricing for the remaining equipment service will be unchanged.

NOTE: In year one the SRTC McQuay - PEH126M and the SB-I McQuay PEH087JBB36B have just been rebuilt. The comprehensive annual service for these two chillers is not needed. Provide pricing for an operational service visit only for these two chillers.

Building	Equipment	Serial _ No	Description	Yr-1 Price	Yr-2 Price	Yr-3 Price
Cramer Hall (CH)	TRANE - CVHF800	096B02742	750 Ton			
Cramer Hall (CH)	TRANE - CVHF485	LO1F09384	500 Ton			
Cramer Hall (CH)	TRANE - CVHE-071F	L87E02445	700 Ton			
Cramer Hall (CH)	Chill Guard - A-RT-D R-123		REFRIGERANT MONITOR			
Cramer Hall (CH)			TOTAL			
Science Research Teaching Center (SRTC)	TRANE - CVHF1070		1,000			
Science Research Teaching Center (SRTC)	McQuay - PEH126M		949 Ton			
Science Research Teaching Center (SRTC)	MULTISTACK-MS70X6H2H0-R410A	3 MODULES	210 Tons			
Science Research Teaching Center (SRTC)	Chill Guard - A-RT-D R-123	AO-00122-L98	REFRIGERANT MONITOR			
Science Research Teaching Center (SRTC)			TOTAL			
Science Building One (SB-I)	McQuay PEH087JBB36B	5ZJ81043-00	387 Ton			
Science Building One (SB-I)	FILTRINE - PCP-1000S 140A-WP-LP R-22	39481/02	11 Ton Air Cooled			
Science Building One (SB-I)	FILTRINE - PCP-1000S 140A- WP - LP R-404A	4969/08	11 Ton Air Cooled			
Science Building One (SB-I)	QEL Model # QAS-10130E-C0J0000	0101-4994	REFRIGERANT MONITOR			
Science Building One (SB-I)			TOTAL			
Millar Library (ML)	MULTISTACK MS80T1H2W	4 MODULES JH-04-287	320 Tons			
Millar Library (ML)			TOTAL			

Building	Equipment	Serial _ No	Description	Yr-1 Price	Yr-2 Price	Yr-3 Price
Engineering Building (EB)	TRANE RTHD D1 F1 F2	U05C00513	326 Ton			
Engineering Building (EB)	TRANE RTHD B1 C1 D1	U05C00512	164 Ton			
Engineering Building (EB)	Vulcain Model # VA301EM	WEKBAPCC O4	REFRIGERANT MONITOR			
Engineering Building (EB)			TOTAL			
Education and Business Administration (EDBA)	CGABC306AF018F1 3	J86G81949	30 Ton Air Cooled			
Education and Business Administration (EDBA)			TOTAL			
Ondine (OND)	McQuay WSC063-DAAAM	STNU05050 0099	250 Ton			
Ondine (OND)	Vulcain Model # VA301EM	WEDBAB00 41	REFRIGERANT MONITOR			
Ondine (OND)			TOTAL			
University Center Building (UCB)	MULTISTACK MS30C2A2W	3 MODULES JJ0238, JJ0237, JJ0348	90 Tons			
University Center Building (UCB)			TOTAL			
Urban Center (URB)	Trane RTWA1104YD01D3 C0WFNT	U99F09184	110 Ton			
Urban Center (URB)	Trane RTHC1C1F0F0B313 C21FVQU0	U99F08277	243 Tons			
Urban Center (URB)	BAC 350 Cooling Tower		350 Ton Tower			
Urban Center (URB)	BAC 100 Cooling Tower		100 Ton Tower			
Urban Center (URB)	Vulcain Model # VA-201C	C99264056	REFRIGERANT MONITOR			
Urban Center (URB)			TOTAL			
Extended Studies Building (XSB)	MULTISTACK RC130ULS	2 MODULES 8830168, 8830166	74 Tons			
Extended Studies Building (XSB)			TOTAL			
			GRAND TOTAL			

ADDITIVE BID ITEMS

ABI -1 Provide price for vibration analysis for each of the centrifugal and screw compressors.
\$ _____

ABI- 2 Provide pricing to complete the following repairs noted in last year's chiller service report:

Education and Business Administration (EDBA) - CGABC306AF018F13 Air cooled chiller – replace the flow switch.
\$ _____

Engineering Building (EB) - TRANE RTHD B1 C1 D1 Replace 1 compressor motor contactor.
\$ _____

Millar (ML)- MS80T1H2W Replace the entering chilled water temperature sensor.
\$ _____

Ondine (OND) - McQuay WSC063-DAAAM Oil and Filter Change
\$ _____

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