



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: March 8, 2013

Due: April 5, 2013 no later than 4:00 P.M. (Central Standard Time)

RFP #13-002-50

Chiller Maintenance Services Shelby County Government Downtown Buildings (Support Services)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide all service and maintenance for the ten (10) chillers located at various Shelby County Government downtown buildings. The locations and details of each chiller are listed in Appendix A, B, C and D. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A mandatory pre-proposal conference to address your questions followed by a site visit will be held at 10:00 a.m. Tuesday, March 19, 2013 in the Conference Room of the Shelby County Purchasing Department, 160 N. Main Street, Suite 550, Memphis, TN. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at debra.louis@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, April 5, 2013.** Proposals should be addressed to:

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, CHILLER MAINTENANCE SERVICES, SHELBY COUNTY GOVERNMENT DOWNTOWN BUILDINGS, RFP #13-002-50" noted on the outside.

Sincerely,

Signed Original On File

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified companies or professionals to provide all service and maintenance for the ten (10) chillers located at various Shelby County Government downtown buildings (the “Services”). The locations and details of each chiller are listed in Appendix A, B, C and D. This Request for Proposal (“RFP”) is being released to invite interested and qualified chiller service companies or professionals to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All proposers must:

1. Provide proof of a minimum of ten (10) years experience performing the work described in the RFP.
2. Provide proof of sufficient, competent and skilled staff with experience in performing the Services.
3. Provide proof of all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply and qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number (*see the details below*). ***Both numbers must be obtained prior to submitting your response.***
5. Provide a written statement of compliance that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.
6. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). ***Proof and documentation of employment eligibility must be included with the proposal, if applicable.***
7. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.
8. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
9. Provide a written statement stating the ability to provide a Performance and Labor/Materials Bond of 100% of the total cost of services, if selected for the resultant contract.

Company Information Required:

1. The proposer shall be an established company providing chiller maintenance service on centrifugal chillers and associated equipment.
2. The proposer shall have been in this business for a minimum of ten (10) years and have headquarters or a major branch office within fifty (50) miles of Memphis, TN.
3. The proposer must have experience in servicing similar full maintenance contracts for systems of similar size and complexity.
4. The proposer must document their experience with chilled water plant controls.

Please Note: *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number.*

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Debra D. Louis, Buyer
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be March 22, 2013 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: *All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.*

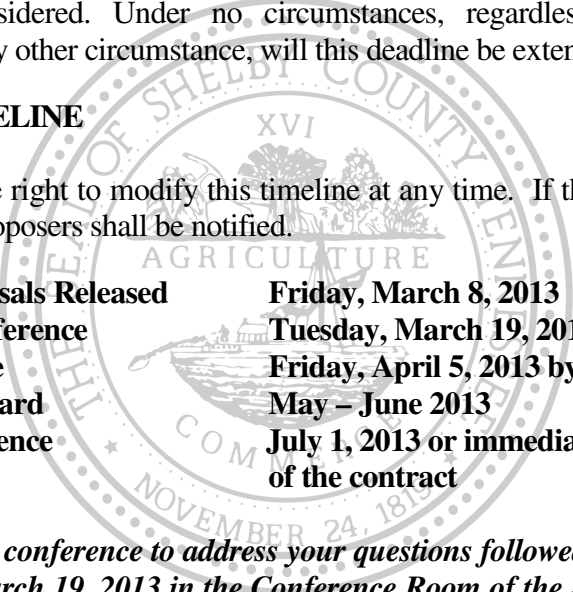
Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **April 5, 2013 @ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.



Request for Proposals Released	Friday, March 8, 2013
Pre-Proposal Conference	Tuesday, March 19, 2013 @ 10:00 a.m. (CST)
Proposal Due Date	Friday, April 5, 2013 by 4:00 pm (CST)
Notification of Award	May – June 2013
Services to Commence	July 1, 2013 or immediately upon execution of the contract

A mandatory pre-proposal conference to address your questions followed by a site visit will be held at 10:00 a.m. Tuesday, March 19, 2013 in the Conference Room of the Shelby County Purchasing Department, 160 N. Main Street, Suite 550, Memphis, TN. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at debra.louis@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. Failure to attend this meeting will result in the rejection of your bid.

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

F. Proposal Validity

Proposals submitted hereunder will be firm through the execution of the contract with the successful contractor.

G. Disclosure of Proposal Contents

The contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

H. LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

I. Living Wage

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

The Shelby County Government has a total of ten (10) chillers at the following five County building locations, which vary in capacity from 125 to 1250 tons: (2) 201 Poplar Jail and Courthouse; (2) 271 Poplar Annex; (2) 280 Washington Kitchen; (2) 160 N. Main; (1) 140 Adams; and (1) 157 Poplar. Details of each chiller are listed in Appendix A, B, C and D. The current contracts for maintenance and repair services of the chillers expire June 30, 2013, therefore a RFP is required to be issued for these services for the chillers.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

C. Project Time Frame

The initial contract term will begin July 1, 2013, or immediately upon execution of the contract and continue through June 30, 2014, with the option to renew for four (4) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The successful Contractor must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XI and XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At

least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified proposer (hereinafter referred to as “Contractor”) and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the Services.

Services Required

Specifically, the Contractor will be required to provide the necessary labor, equipment, tools, vehicles, and services to meet the requirements illustrated in this section for the ten (10) chillers at 201 Poplar Jail and Courthouse, 271 Poplar Annex, 280 Washington Kitchen, 160 N. Main, 140 Adams and 157 Poplar.

Maintenance and Repair

The Contractor shall provide all materials (including refrigerant), supplies, supervision, technical and engineering assistance expertise, and subcontracted services necessary to maintain all covered equipment in original factory operating specification condition, consistent with manufacturer’s service recommendations. This includes repair of any failure of any magnitude, using OEM procedures and guidelines, OEM parts, and OEM recommended oils, gaskets, supplies etc. All call out, overtime, travel, and holiday work as needed are included and are not billable as extra. OEM parts are to be used except when they are not available and they are replaced with parts approved as equal by an authorized representative of the Support Services.

Equipment Components Covered

In general, this contract covers the chiller controls and all components associated with the refrigerant side of the chiller as well as the refrigerant charge. Coverage includes, as applicable, the control panel, control wiring and tubing, sensors for safeties, compressor and compressor drive train, including electric motor, associated VFD or starter, refrigerant metering and flow control components, all refrigerant sealing devices, refrigerant purge unit, all refrigerant pump out components and building chiller plant refrigerant monitor. The computers, servers, keyboards, printers, monitors and all the chiller controls, valves, relays, etc. that are controlled by the chiller computer are included in this contract.

Subcontracts

The Contractor shall be capable of providing the services described within this agreement. The only services that are intended to be subcontracted are such as machining, testing, analysis, or other specialized services. No subcontract work shall relieve the Contractor of its obligation and liability under this contract with the County.

Emergency Contact and Response

As a minimum, the Contractor shall provide the County with two (2) contacts and contact methods. A Service Technician must respond to trouble calls within one (1) hour during normal business hours Monday-Friday 8 A.M. to 5 P.M., excluding weekends and County holidays, and two (2) hours outside of normal business hours. Responding to trouble calls means actually commencing appropriate corrective action.

Work Outside Scope of Service Contract

Chiller and starter overhaul based on number of operating hours, number of starts or similar measures that establish scheduled tear down and rebuild are outside the scope of this agreement. If scheduled major maintenance is required the Contractor shall provide the County in writing with a composite price including labor, parts, material, and related expenses for these repairs. The County has the option to accept and issue a change order to this agreement implementing such repairs. However, the County retains the option to procure prices from others if deemed necessary. Should alterations, additions, adjustments, or repairs be made by others to any part of the system(s) covered by this service agreement, the Contractor has the right to inspect such work as to having been performed in an acceptable manner to the Contractor prior to continuing the service agreement coverage. The Contractor will notify the County in writing of such conditions, which must be corrected prior to the Contractor acceptance. The Contractor will not be held responsible for damage due to acts of God, freezing, corrosion or erosion due to improper chemical treatment, improper operation by the Owner, fire, water, labor disputes or other incidents that are beyond the control of the Contractor.

Parts Stock

The parts stock for all equipment covered herein shall be based on the equipment manufacturer's recommendations for: routine expendable parts, normal yearly replacement parts, and multi-year replacement parts. The Contractor has the option of stocking locally or by having access to immediate delivery of the parts for the purpose of providing unscheduled service parts on an emergency basis. In either case, the Contractor is expected to have emergency parts available to the County in a reasonable length of time (24 hours) to minimize equipment down time.

Waste Oil Disposal

Disposal of all waste oil will be the responsibility of the Contractor. Waste oil will constitute any oil removal from any piece of equipment that is a part of this agreement. All oil removed from serviced equipment will be classified as waste oil and is to be disposed of within the guidelines of EPA regulations. This includes all reports and manifests associated with tracking the waste oil to its final deposition. The Contractor shall provide copies of disposal certification to all required governmental organizations, as well as Shelby County Government Health Department, and the Support Services designee.

Compliance with Refrigerant Handling Regulations

Contractor shall fully comply with all current regulations that pertain to refrigerant handling and use. Contractor shall also be responsible for completing and submitting all forms required by State and Federal regulations. The Contractor shall provide copies of disposal certification to the Shelby County Government Health Department, and the Support Services designee.

Service Records

The Contractor shall maintain a record of all maintenance and repairs relating to the equipment included in this agreement. At least one copy of all service records will be maintained in a central location; a copy of all service records will be submitted to the County on request.

A. Service reports shall contain the following as a minimum.

- Date of Report;
- Time period covered by report;
- Model and serial number of the inspected/repaired equipment;
- Building that the equipment is located in;
- Date that service was performed;
- A description of the work performed;
- Name of technician who performed the work;
- Hours charged;
- For preventive maintenance, a checklist of activities performed;
- Space on the service report will be provided for the Contractor to add appropriate comments, suggestions, or discussions related to the service visit.

B. The Contractor shall provide summaries of all work performed upon completion of the work. The report shall contain:

- Date of report;
- Date of service;
- Brief description of service;
- Technician performing work;
- Hours Charged;
- Provide any additional information to document and alert the County to unusual conditions found, exceptional or unexpected repairs made, suggestions and recommendations to the County, and any pertinent discussion the Contractor determines is worthy of discussion. This report shall include all service reports, be by equipment and formatted to allow compiling history (e.g. separate page for each piece of equipment).

C. The County may request other regular or special reports to allow expeditious retrieval of service information; service records must be maintained in a computerized data base that is Microsoft compatible.

Training

The Contractor will provide formal/informal training, as necessary, for any new equipment installation.

Schedule of Preventive Maintenance

The Contractor shall submit a proposed schedule of preventive maintenance activities.

Outage Procedure

The Contractor shall provide written direction on restarting each plant after a power interruption.

Warranty

The chiller and/or its components may be under warranty. However, a warranty does not alleviate the Contractor responsibilities under this contract. The County shall assist in obtaining warranty service or recovery under warranty and shall credit the Contractor the lesser of actual receipts or incurred expenses to the company.

Planned Preventive Maintenance

A preventive maintenance program utilizing equipment history, operating hours and equipment manufacturer's requirements, shall be provided by and supervised by the service company on a scheduled basis. Planned and preventive maintenance shall include the following services as a minimum. Where the manufacturer's recommendations are more stringent, they shall be followed.

A. Annual services to be performed during November through March:

1. Control panel test and calibration of the following controls as applicable:
 - a. Low temperature control.
 - b. High pressure control.
 - c. Motor temperature control.
 - d. Oil pressure relief valve setting.
 - e. Check and calibrate load limiting relay.
 - f. Check setting of P.E.'s and calibrate as necessary.
 - g. Check and calibrate temperature controls for leaving chilled water controller
 - h. Set pilot positioner.
 - i. Check gauges for calibration.
2. Oil sump

The County may choose to extend the period between oil sump cleanings for specific machines, based on oil sample analysis and other relevant information. The County will only grant such extensions when such extensions are in the County's own best interest.

 - a. Meg oil pump motor.
 - b. Remove oil sump cover and oil pump and motor assembly.
 - c. Flush oil sump with solvent and thoroughly clean using lint free rags.
 - d. Inspect oil pump assembly for excessive wear.
 - e. Check operation of oil pressure regulator, repair or replace as necessary

- f. Replace oil strainer cartridges.
 - g. Reassemble oil sump assembly and charge with proper quantity and approved type of oil.
 - h. Provide spectrographic analysis of oil sample.
3. Centrifugal Motor and VFD/Starter
- a. Clean starter, remove covers for inspection of arc shoots and check spring tension.
 - b. Check all electrical connections for tightness and proper makeup.
 - c. Meg compressor motor.
 - d. Check operation of unit starter/VFD.
 - e. Visually inspect resistors, IGBTs and/or autotransformers; replace as necessary.
 - f. Overloads must be load tested in their own environment. The method of testing overloads shall be by a non-overloading procedure of the motor but using artificial devices on the overloads for a proper test and calibration.
 - g. Vibration test.
4. Leak testing
- Leak testing shall be performed in accordance with the latest Federal regulations.
5. Oil analysis
- All oil analyses shall be performed by an individual certified by the service Contractor to be fully qualified to perform such tests. Service Contractor shall also certify that the tests are conducted in accordance with the American Standard Testing Materials Method specifically intended for air condition systems. Test results are to include but not necessarily be limited to the following:
- a. Machine type and ID number.
 - b. Machine serial number.
 - c. Sample oil number.
 - d. Date of analysis.
 - e. Moisture content in parts per million.
 - f. Total acid content.
 - g. Aluminum in parts per million.
 - h. Chromium in parts per million.
 - i. Copper in parts per million.
 - j. Iron in parts per million.
 - k. Lead in parts per million.
 - l. Tin in parts per million.
 - m. Zinc in parts per million.
 - n. Comments about interpretation of chemical analysis.

If an oil analysis report indicates a machine problem, then the service Contractor shall take appropriate action; if an area of concern is identified in the report, the service Contractor shall, at a minimum, perform a follow up oil analysis within a period of two months, maximum, in order to ascertain the extent of any possible problem.

6. Eddy current testing, level 3 for both evaporator and condenser, on 1/3 of chillers each year, to coincide with evaporator cleaning of tube bundles.
7. Open condenser heads, inspect and power brush tubes every season, chemically clean as needed to remove film and coatings that are resistant to abrasive cleaning. Removal of heavy coatings of calcium carbonate associated with improper condenser water treatment or improper control of dissolved solids is outside the requirements of this agreement. Clean 1/3 of the evaporator tubes each beginning with the largest units and proceeding to the smaller units. Additional cleaning to be provided as needed to meet chiller manufacturer's efficiency ratings.
8. Perform vibration testing on chiller bearing points. Test is to measure vibration amplitude, as a minimum. Provide report of results including analysis of current results and comparison to historical results.

B. Semiannual services:

1. Service purge unit and check operation in the following manner:
 - a. Remove and clean condenser, oil separator, and compressor.
 - b. Add new charge of oil-to-oil separator and compressor.
 - c. Recondition purge float valve and reseal as required.
 - d. Lubricate purge motor and inspect belts.
 - e. Install thermocouple in oil separator and set oil heater control.
 - f. Recondition oil separator float valve.
 - g. Leak check purge unit.
 - h. Check for final purge operation and relief valve setting.
 - i. Check purge unit controls and calibrate.

C. Monthly services:

1. General:
 - a. Check all thermometers and gauges on condenser, evaporator and recalibrate or replace.
 - b. Check evaporator, condenser and auxiliary water strainers and clean as required.
 - c. Check refrigerant level; add refrigerant as necessary.
 - d. Check all sight glasses; repair or replace as necessary.
2. Record and Report Results of:
 - a. Running amps and volts.
 - b. Condenser and evaporator pressure drops, water temperature in and out, refrigerant temperature and pressures.
 - c. Check and record oil pressure, temperature level, temperature to bearings, net oil pressure and general condition of oil.
 - d. Comments for correction or adjustment.

3. Provide optimization reports as follows:
 - a. Control strategies implemented.
 - b. Control strategy and other recommendations for correction of deficiencies in plant operation and improvements in efficiency.

X. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Contractor will supervise all work under this Contract. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor shall be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor shall follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (a) The Contractor shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA) requirements.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents. (a) The Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals as well as, the response of the Contractor thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Contractor, the Contractor understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its

properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) The Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Contractor, its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance/Bond Requirements. The Contractor will provide evidence of the following insurance coverage:

Minimum Limits of Insurance

The Contractor shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground Coverage, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Damage, if applicable
 - g) Personal Injury and Advertising Liability
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-Owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers' Liability Coverage is to be a minimum of \$1,000,000 per accident. The Contractor waives its right of subrogation against Shelby County for any and all

workers' compensation claims. A copy of form WC 00 03 13 is to be included with certificate of insurance.

- 4) *Professional Liability Errors & Omissions Insurance* - \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate.
- 5) *Performance Bond and Labor/Material Bond* – each equal to one hundred percent (100%) of the amount of the contract, to be furnished by the successful proposer and submitted within ten (10) days of the proposer's receipt of the award letter.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on April 5, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the proposer's name and **"CONFIDENTIAL, CHILLER MAINTENANCE SERVICES, SHELBY COUNTY GOVERNMENT DOWNTOWN BUILDINGS, RFP #13-002-50"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the contractor's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (***required document***) should be the first page of your written response.

1. **Cover Page** – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. **Comprehensive Response**
(This portion of the proposal must address each item listed below.)
 - a. Address all requirements and services outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work in your proposal.
 - b. Outline of how respondent can meet or exceed the minimum requirements.
 - c. Detail of how the respondent is qualified to provide the services required.
 - d. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
3. **Cost and Fees** *(Cost will be set for the length of the Contract.)*
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
 - d. Adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.
 - e. *Appendixes A - E are to be submitted with your proposal.*
4. **Experience of the Respondent.**

A sufficient description of the experience and knowledge base of the proposer to show the proposer’s capabilities should be included in the proposal. At a minimum, the

description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer's experience and background in providing services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.

5. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its clients.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review – Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. The evaluation committee shall review the submitted proposals and score points as provided in the scoring guidelines. ***The total maximum points the proposer can receive is 100.***

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Understanding of the Services required by the County;
 - b. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project and all terms and requirements are discussed clearly and succinctly;
 - c. Demonstrated competence and professional qualifications;
 - d. Recent experience in successfully performing similar Services;
 - e. Proposed approach in completing the Services;
 - f. References;
 - g. Qualifications and experience of specific personnel assigned to this project; and
 - h. Proposed cost to Shelby County Government.

EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.

3. Oral Presentation.

Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing or his designee. Interviews and oral presentations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be

conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

A Performance Bond and Labor/Material Bond each equal to one hundred percent (100%) of the amount of the contract, to be furnished by the successful proposer.

APPENDIX A
Shelby County Government Chiller Service For Six Chillers
201 Poplar Jail and Courthouse; 271 Poplar Annex; 280 Washington Kitchen
Cost Proposal

Locations and Details

Six Chillers

Plant No. 1: 201 Poplar Jail and Courthouse, Plant Capacity 2,500 Tons

Chiller 1, TRANE, Model CVHF1280, Serial L04B00493, Date 2004, Capacity 1250 Tons

Chiller 2, TRANE, Model CVHF1280, Serial L04A00098, Date 2004, Capacity 1250 Tons

Plant No. 2: 271 Poplar Annex, Plant Capacity 480 Tons

Chiller #1, YORK, Model YTG1A1C1-CJJ, Serial GAKM-190344, Date 2002, Capacity 240 Tons

Chiller #2, YORK, Model YTG1A1C1-CJJ, Serial GAKM-190345, Date 2002, Capacity 240 Tons

Plant No. 3: 280 Washington Kitchen, Plant Capacity 254 Tons

Chiller #1, YORK, Model YCW20140SC46, Serial RMLM004579, Date 2002, Capacity 127 Tons

Chiller #1, YORK, Model YCW20140SC46, Serial RMLM004580, Date 2002, Capacity 127 Tons

BASE PROPOSAL:

Contractor Annual Fee –

Original Contract 7/1/2013-6/30/2014

Base Bid Amount \$ _____

Contractor Annual Fee –

1st Year Renewal Option 7/1/2014-6/30/2015

Base Bid Amount \$ _____

Contract Annual Fee –

2nd Year Renewal Option 7/1/2015-6/30/2016

Base Bid Amount \$ _____

Contractor Annual Fee –

3rd Year Renewal Option 7/1/2016-6/30/2017

Base Bid Amount \$ _____

Contract Annual Fee –

4th Year Renewal Option 7/1/2017-6/30/2018

Base Bid Amount \$ _____

APPENDIX B
Shelby County Government Chiller Service
For Two Chillers at 160 N. Main
Cost Proposal

Location and Details

Two Chillers 160 N. Main

Chiller #1: TRANE
Model Number: RTHB300FLF00EWP000UNA
Serial Number: 54944U97L06244
Capacity: 300 TONS
Installation Date: 1998

Chiller #2: TRANE
Model Number: RTHB300FLF00EWP000UNA
Serial Number: 54936U97L06243
Capacity: 300 TONS
Installation Date: 1998

BASE PROPOSAL:

Contractor Annual Fee –
Original Contract 7/1/2013-6/30/2014 Base Bid Amount \$ _____

Contractor Annual Fee –
1st Year Renewal Option 7/1/2014-6/30/2015 Base Bid Amount \$ _____

Contract Annual Fee –
2nd Year Renewal Option 7/1/2015-6/30/2016 Base Bid Amount \$ _____

Contractor Annual Fee –
3rd Year Renewal Option 7/1/2016-6/30/2017 Base Bid Amount \$ _____

Contract Annual Fee –
4th Year Renewal Option 7/1/2017-6/30/2018 Base Bid Amount \$ _____

APPENDIX C
Shelby County Government Chiller Service
For One Chiller at 140 Adams
Cost Proposal

Chiller: Carrier
Model Number: 19XR-2222206BHH61
Serial Number: Q63715
Capacity: 350 Tons
Installation Date: May 2000

Base Proposal:

Contractor Annual Fee –
Original Contract 7/1/2013-6/30/2014 Base Bid Amount \$ _____

Contractor Annual Fee –
1st Year Renewal Option 7/1/2014-6/30/2015 Base Bid Amount \$ _____

Contract Annual Fee –
2nd Year Renewal Option 7/1/2015-6/30/2016 Base Bid Amount \$ _____

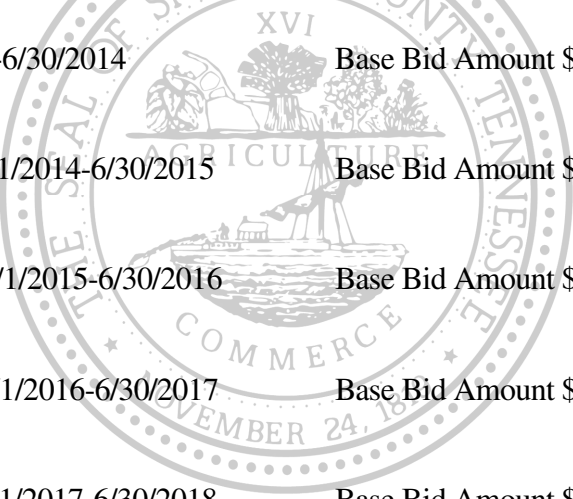
Contractor Annual Fee –
3rd Year Renewal Option 7/1/2016-6/30/2017 Base Bid Amount \$ _____

Contract Annual Fee –
4th Year Renewal Option 7/1/2017-6/30/2018 Base Bid Amount \$ _____

APPENDIX D
Shelby County Government Chiller Service
For One Chiller at 157 Poplar
Cost Proposal

Chiller: Carrier
Model Number: 30HXC126NY-500
Serial Number: 2697F76828
Capacity: 125 Tons
Installation Date: 1996

Base Proposal:



Contractor Annual Fee –
Original Contract 7/1/2013-6/30/2014 Base Bid Amount \$ _____

Contractor Annual Fee –
1st Year Renewal Option 7/1/2014-6/30/2015 Base Bid Amount \$ _____

Contract Annual Fee –
2nd Year Renewal Option 7/1/2015-6/30/2016 Base Bid Amount \$ _____

Contractor Annual Fee –
3rd Year Renewal Option 7/1/2016-6/30/2017 Base Bid Amount \$ _____

Contract Annual Fee –
4th Year Renewal Option 7/1/2017-6/30/2018 Base Bid Amount \$ _____

APPENDIX E
Summary Cost Proposal Chiller Services
Original Contract Term July 1, 2013-June 30, 2014

201 Poplar Jail and Courthouse (2)

271 Poplar Annex (2)

280 Washington Kitchen (2)

Summary Cost Proposal Original Contract Term \$ _____

160 N. Main (2)

Summary Cost Proposal Original Contract Term \$ _____

140 Adams (1)

Summary Cost Proposal Original Contract Term \$ _____

157 Poplar (1)

Summary Cost Proposal Original Contract Term \$ _____

TOTAL COST \$ _____