

**REQUEST FOR BID**  
**For**  
**HVAC/R Simulators and Curriculum**

Date: Tuesday, May 21, 2019

Bid Due: Monday, June 3<sup>rd</sup>, 2019 2:00 PM

Send inquiries and bids to:

Inquiries: Marc Gilbert  
Plumbing and Heating Instructor  
Central Maine Community College  
1250 Turner Street  
Auburn, Maine 04210  
Phone (207) 755-5440  
E-Mail: mgilbert@cmcc.edu

Bid Submission: Denise Sensenig  
Purchasing  
Central Maine Community College  
1250 Turner Street  
Auburn, Maine 04210  
Phone (207) 755-5263  
Fax (207) 755-5495  
E-Mail: dsensenig@cmcc.edu

## 1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College (CMCC) is accepting bids for HVAC/R simulators and curriculum as specified herein and to be delivered to Jalbert Hall of CMCC.

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College". Respondents to the RFB shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

1.3 Scope: The selected Bidder will deliver as specified in the attached document on page 6.

1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the bidder's qualifications, references and capabilities to provide the specified service and to product quality, warranty, and technical support availability. During the evaluation process, the College reserves the right where it may serve the College's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

1.5 Communication with the College: It is the responsibility of the Bidder to inquire about any requirement of the RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.

1.6 Award: The College reserves the right to conduct any tests it may deem advisable and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The College reserves the right to waive minor irregularities. Scholarships, donations or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first in the College's Business Office.

1.7 Award Protest: Bidders may appeal the award decision by submitting written protest to the College's Dean of Finance and General Services within five (5) business days of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

1.10 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate and the Bidder accept the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the College's Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest

and any proposed changes to the specifications. Protest should be delivered to the Dean of Finance and General Service's Office in sealed envelopes, clearly marked as: Protest RFB LED Indoor Display Panel.

1.12 Bid Validity: NA

1.13 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Bid Envelope: If a special envelope is not furnished or if return in the special envelope is not possible, the signed bid can be returned in an envelope or package, sealed and identified as follows:

From	Due Date	Time
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1.15 Submission: A signed original plus one (1) copy of the bid must be received at the Business Office, Central Maine Community College, 1250 Turner St, Auburn, Maine 04210, in a sealed envelope by **2:00 P.M. local time Monday, June 3rd, 2019**. Vendors may submit multiple bids on separate simulators. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 2:00 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be dated and time stamped by the College on time to be considered. Bids received after the due date and time will not be considered. Additional time will not be granted to any single bidder, however, additional time may be granted to all vendors when the College determines that circumstances require it. Faxed bids (or email bids) will not be accepted.

1.16 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses taxes.

## 2.0 CONTRACT TERMS AND CONDITIONS

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: Richard Griffin, Dean of Finance and General Services, shall be the College's authorized representative in all matters pertaining to the administration of this contract.

2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any

litigation, action or proceeding arising out of the Contract shall be instituted in a state court located in the State of Maine.

2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.

2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with college policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.

2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not undermines the quality of the educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from Barbara Owen, President's Office, Central Maine Community College, 1250 Turner Street, Auburn, Me 04210, (207) 755-5233.

2.8 Smoking Policy: Central Maine Community College must comply with the "Workplace Smoking Act of 1985" and MRS title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.

2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the college campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by the City of Auburn police. Towing will be at the Contractor's expense.

2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

NOTICE TO VENDORS AND BIDDERS:

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

### 3.0 PURPOSE AND SCOPE

#### HVAC/R Simulator Request For Bid

The College wishes to procure the simulators listed below for use in its HVAC/R program. Realizing that not all suppliers will be able to provide all simulators, bids for individual units from different suppliers will be accepted. Please bid on the units you can provide. Festo equipment must be accompanied by onsite factory training, setup, commissioning, shipping and warranty information. iConnect units must include setup, orientation, shipping and warranty information.

Bids are requested for the following educational simulators:

2-iConnect TU-805 Mobile Table-Top Refrigerant & Air Conditioning Training Units with associated ICBRF Basic Refrigeration Fundamentals Course for twenty students. The unit shall: weigh eighty pounds, include variable fan speed controls for evaporator and condenser load adjustment, include sight glasses at inlet and outlet of evaporator and condenser constructed of explosion-proof, tie bolt design, and include a operation manual. The Bidder shall also provide a standard-range iManifold 900c System Analyzer kit for real time system performance analysis suitable for projector or large screen display in the class room with each TU-805.

2-iConnect TU-810 EEV Table-Top Air Conditioning and Refrigeration Trainer Units with: Electronic expansion valve (EEV) to control the flow of refrigerant, an EEV electronic controller, sight glasses at inlet and outlet of evaporator and a condenser constructed of explosion-proof, tie bolt design and weigh eighty pounds. The Bidder shall also provide a standard-range iManifold 900c System Analyzer kit for real time system performance analysis suitable for projector or large screen display in the class room with each TU-810.

10-Festo 3351-00 AC/DC Training System with • DC power source (protected) • AC power source (protected) • A selection of resistors • An inductor, parallel-connected to a fluorescent light • Two capacitors • Transformer • A selection of switches: SPST, SPDT, DPDT, NO push button, NC push button, selector switch, knife switch • DC relay • AC relay • A selection of indicator lights: green, yellow, red • Potentiometer • DC motor • Solenoid • Buzzer • Circuit Breaker with test components • Two multimeters • Connection leads set • Compass • Iron rod (for electromagnetism experiments) and associated curriculum licensed to the college.

1-Festo 20316-AO AC/DC Training System Manuals on CD-ROM

1-Festo 3400-30 Refrigeration System Demonstrator with: • Shatterproof, clear tubing sections within the evaporator and condenser coils to allow students to view refrigerant flows and changes of state • Clear evaporator and condenser coil enclosures • Four manual valves enabling reversal of refrigerant flow for heat pump demonstrations • Variable-speed fans and adjustable dampers to

simulate changing environmental conditions • A multicolored, silk-screened functional panel for identification of refrigerant flow and change of state within the system • Six fault-insertion switches enabling demonstration of typical refrigeration system malfunctions • Elementary refrigeration demonstrator to identify refrigerant change of state • Heavy-duty steel mobile stand • Instrumentation including temperature meter, compound gauges, pressure gauges, circuit breakers, and indicator lamps.

1-Festo 30862-AO Refrigeration System Demonstrator Manuals on CD-ROM

Preferred delivery date is August 15<sup>th</sup>, 2019.

Thank you for your bid. Questions or clarifications should be directed to Marc Gilbert at [mgilbert@cmcc.edu](mailto:mgilbert@cmcc.edu) by Wednesday, May 29, 2019 before 4:00 P.M.

Please list warranty and support as a separate line item. Warranty must be provided.

#### 4.0 VENDOR BACKGROUND

1. List your company's legal name, address and telephone number.

Enter text here

2. How long has your company been in business?

Enter text here

3. Indicate whether your company is the manufacturer or the distributor of the proposed equipment. If you are a distributor, describe the terms of your agreement with the manufacturer and the manufacturer's level of support.

Enter text here

#### 5.0 RFB CRITERIA SELECTION AND SCHEDULE

5.1 Selection criteria will be based on but not limited to the following:

- Price
- Quality

- Warranty
- Technical Support availability

## 5.2 RFB SCHEDULE

<b><u>RFB Schedule</u></b>	<b><u>Date</u></b>
RFB issued	5/20/2019
Deadline for Questions	5/29/2019 by 4:00pm
Response to Questions	5/30/2019 by 4:00pm
RFB due	6/3/2019 by 2:00 pm
Winner selected and notified	6/6/2019 Tentatively by the End of Business Day

5.3 Please submit questions by email to [mgilbert@cmcc.edu](mailto:mgilbert@cmcc.edu). Questions will not be accepted by telephone. Every effort will be made to answer questions submitted by bidders to the best of the College's ability before the due date. Bidders are encouraged to submit questions as early in the RFB process as possible.

5.4 Depending on the responses to the RFB, the College will make every effort to select and notify the winning bidder by the end of business June 6, 2019. The College reserves the right to change the RFB schedule allowing the time necessary to make the best decision for the College.

## Signature Page

(Must be signed and returned with Bid)

Date

Signature of Vendor's Representative

Printed name and title

Vendor Firm Name

Vendor Mailing Address

Vendor City/State/Zip

Vendor Telephone

**Total Project Cost**