**PROCUREMENT DOCUMENTS**

**FOR**

**CHILLER EQUIPMENT**

**AT**

**AUGUSTANA LUTHERAN CHURCH**

**5000 E. ALAMEDA AVE.**

**DENVER, CO 80222**

**December 2023**

**INSTRUCTIONS TO BIDDERS**

1. Proposal shall be submitted in accordance with the Procurement Documents which include the Instructions to Bidders, Procurement General Conditions, Procurement Supplementary Conditions, Specifications, Schedule of Values, Proposal, Acceptance document, and any Addenda issued by the OWNER.
2. The Proposal shall be completely filled out in ink or typewritten and signed by someone duly authorized to do so. Officials of corporations shall designate their official title. Persons bidding as partners or sole proprietors shall so state.
3. Proposals will be received by Augustana Lutheran Church until 4 pm. on Wednesday, December 20, 2023.
4. Mailed proposals must be addressed to: Augustana Lutheran Church, 5000 E. Alameda Ave., Denver, Colorado 80246, Attention: William Crossen. Emailed proposals can be sent to crossen@augustanadenver.org.
5. The OWNER reserves the right to reject any or all proposals, either in whole or part; to waive any informalities or defects in bids, and to accept such bids as it deems to be in the best interests of the OWNER.
6. All bid prices in the Schedule of Values must be firm for the period stated in the Procurement Supplementary Conditions. Any price adjustment clause which may be included by the Bidder with a proposal may result in rejection of the proposal.
7. Proposals must include preliminary Submittals as required in the Procurement General Conditions – Preliminary Matters and as defined in the Specifications for the Chiller Equipment. Proposals which do not comply herewith may be rejected.

# PROCUREMENT GENERAL CONDITIONS

**DEFINITIONS:**

**Addenda**-Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the Bidding Documents or the Procurement Documents.

**Bid**-The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Goods and Special Services.

**Change Order-**An agreement between OWNER and CONTRACTOR that authorizes an addition, deletion, or revision in the Goods or Special Services or an adjustment in the Contract Time or the Contract Price, which is issued on or after the Effective Date of the Procurement Agreement.

**Contract Price**-The moneys payable by OWNER to CONTRACTOR under the Procurement Documents stated in the Agreement.

**Contract Time**-The total number of calendar days or the dates stated in the Procurement Agreement furnishing the Goods and Special Services.

**CONTRACTOR**-The person, firm or corporation with whom OWNER has entered into the Procurement Agreement.

**OWNER**-Augustana Lutheran Church

**Effective Date of the Procurement Agreement**-The date indicated in the procurement Agreement on which it becomes effective, but if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Engineer**-The person, firm or corporation named as such in the Procurement Document.

**Goods-**All tangible personal property required to be furnished under the Procurement Documents.

**Notice of Award**-The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Procurement Agreement.

**Procurement Agreement**-The written Agreement between OWNER and CONTRACTOR covering the furnishing of the Goods, Special Services, and other services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

**Procurement Documents**-The Procurement Agreement, Addenda, CONTRACTOR’S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), the Procurement General Conditions, the Procurement Supplementary Conditions, the Specifications and the Drawings identified in the Procurement Agreement, together with all modifications issued after execution of the Procurement Agreement.

**Shop Drawings**-All drawings, diagrams, illustrations, schedules and other data or information that are specifically prepared or assembled by or for the CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Goods.

**Submittals**-Shop Drawings, samples, drafts, information, manuals, warranty documents and the like furnished to OWNER by CONTRACTOR or supplier through CONTRACTOR as required by the Procurement Documents.

**Special Services**-Services to be furnished by CONTRACTOR at the construction site as required by the Procurement Documents.

**Point of Delivery**-The place designated in the Agreement where the Goods are to be delivered.

**Specifications**-those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Goods and special services, and certain administrative details applicable thereto.

**SPECIFICATION COMPLIANCE:**

## The Specifications establish the minimum acceptable requirements for services and/or materials/equipment required. The OWNER reserves the right to be the sole judge as to whether or not any or all proposals are in accordance with the Specifications. Unacceptable offers will be rejected.

## Products which, upon delivery, do not meet the specifications and standards prescribed herein, or which has been damaged in transit may be rejected by the OWNER and returned to the CONTRACTOR at the CONTRACTOR’s risk and expense.

**PRELIMINARY MATTERS:**

The Contract Time will commence to run on the Effective Date of the Procurement Agreement.

CONTRACTOR shall submit to the OWNER with the bid proposal, the preliminary submittals as listed in the Specifications for the Chiller Equipment.

**INTENT OF PROCUREMENT DOCUMENTS:**

The Procurement Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the furnishing of the Goods and Special Services. No modifications or changes shall be effective unless in writing and executed by both parties hereto.

**SHIPMENT AND DELIVERY OF THE GOODS:**

All Goods will be delivered f.o.b. Point of Delivery. Contractor shall select the means and methods of transportation. All transportation charges, including but not limited to switching, trucking, lighterage and special handling will be paid by CONTRACTOR.

CONTRACTOR shall give OWNER and ENGINEER at least 15 days’ prior notice of the date when the Goods will be ready for shipment and the manner of shipment. Such notice will include instructions concerning any special equipment or services required at the Point of Delivery to unload and care for the Goods. CONTRACTOR also shall require the carrier to give OWNER not less than 24 hours of notice by telephone of the anticipated hour of delivery.

CONTRACTOR shall deliver the Goods to the Point of Delivery within a period of 15 days (the “delivery period”) prior to the expiration of the Contract Time for delivery specified in the Procurement Supplementary Conditions.

OWNER will not be obligated to accept any delivery of Goods not made within the delivery period. Additional costs arising from delivery prior or after the delivery period will be the responsibility of the CONTRACTOR.

OWNER may by Change Order direct the CONTRACTOR to ship to another point of delivery or to accelerate or postpone the delivery period. OWNER shall be responsible for all additional expenses incurred by CONTRACTOR as a result of any such direction, including but not limited to charges for storage, reconditioning, handling, overtime and insurance. If CONTRACTOR believes that any such direction justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim.

OWNER, accompanied by ENGINEER, shall inspect the Goods upon delivery for the sole purpose of identifying the Goods to provide a basis for a progress payment. Such inspection will not be construed as final or as acceptance of any Goods not in conformance with the Procurement Documents. If, when delivered, there are apparent defects in the Goods (through damage or otherwise), ENGINEER will give prompt written notice thereof to CONTRACTOR. CONTRACTOR shall without cost to OWNER correct the defect or replace the Goods with non-defective Goods.

**PAYMENT:**

CONTRACTOR shall submit to ENGINEER for review Applications for Payment filled out and signed by CONTRACTOR and accompanied by such supporting documentation as is required by the Procurement Documents and also as ENGINEER may reasonably require.

The first Application for Payment will be submitted after review and approval by ENGINEER of all Shop Drawings required by the procurement Documents.

The second Application for Payment will be submitted after the delivery of the Goods has been accepted by OWNER and will be accompanied by a bill of sale and other documentation satisfactory to OWNER warranting that OWNER has received the Goods free and clear of all liens, charges, security interests and encumbrances. Such documentation will include releases and waivers from all parties who, during CONTRACTOR’s performance under the Procurement Documents, might have obtained or filed any such lien, charge, security or encumbrance.

ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER’s reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

The amounts of the progress payments will be as provided in the Procurement Agreement. OWNER shall within 30 days after receipt of each Application for Payment with ENGINEER’s recommendation, pay CONTRACTOR the amount recommended.

After all of the Goods have been incorporated into OWNER’s project, tested in accordance with such field tests as are specified, and apparently functioning as intended, ENGINEER will make final inspection and advise OWNER and CONTRACTOR whether or not the Goods appear to be acceptable with the Procurement Documents. If not acceptable, ENGINEER will identify the apparent defects in writing. CONTRACTOR shall immediately take such measures as are necessary to remedy all defects.

After CONTRACTOR has remedied all apparent defects to the satisfaction of the ENGINEER, furnished all maintenance and operating instructions, schedules, guarantees, certificates of inspection, and other documents (all as required by the Procurement Documents) ENGINEER will issue to OWNER and CONTRACTOR a notice of acceptability. CONTRACTOR may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Procurement Documents and such data and schedules as ENGINEER may reasonably require.

The making and acceptance of final payment will constitute: a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens and Claims, from Defective Goods appearing after final inspection, from defects in Special Services appearing after final payment or from failure to comply with Procurement Documents or the terms of any special guarantees specified therein; however, final payment will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR’s continuing obligations under the Procurement Documents; and a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

Once the final payment application is approved by OWNER, payment will be made to the CONTRACTOR within 30 days.

**CONTRACTOR’S RESPONSIBILITIES:**

Contractor shall competently and efficiently, supervise and direct production of the Goods and furnishing of Special Services and coordinate all operations required to deliver the Goods and furnish Special Services.

OWNER reserves the right to let other contracts in connection with the completion of this project. Performance of other contracts may be simultaneous with this Contract and within the same general area. The CONTRACTOR agrees to properly coordinate the Work with that to be performed under other contracts or with Work done by OWNER.

**TAXES:**

As a non-profit religious organization, the OWNER is exempt from paying state, local and federal taxes. Proposals will therefore not include any of these taxes.

**INDEMNIFICATION:**

The CONTRACTOR hereby expressly agrees to defend, indemnify and hold harmless the OWNER and ENGINEER, their officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by any negligent or wrongful act or omission of the CONTRACTOR, its officers, agents, employees or subcontractors in connection with, or in any way arising out of or resulting from the performance of the Work.

**SHOP DRAWINGS:**

CONTRACTOR shall submit to ENGINEER in accordance with the accepted schedule of Shop Drawings and submissions of all Shop drawings which will have been checked by and bear a specific notation or indication of approval of CONTRACTOR and be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable ENGINEER to review the information as required.

At the time of each submission, CONTRACTOR shall in writing call ENGINEER’s attention to any deviation that the Shop Drawings may have from the requirements of the Procurement Documents.

ENGINEER will review and approve with reasonable promptness Shop Drawings, but ENGINEER’s review and approval will be only for conformance with the design concept of the Goods and for compliance with the information given in the Procurement Documents. CONTRACTOR shall make corrections required by ENGINEER and shall return the corrected copies of Shop Drawings.

ENGINEER’s review and approval of Shop drawings will not relieve CONTRACTOR from the responsibility for any deviation from the Procurement Documents unless CONTRACTOR has in writing called ENGINEER’s attention to each variation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor will any concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

**ACCESS TO GOODS IN PRODUCTION:**

Contractor shall provide ENGINEER, ENGINEER’s representatives and other representatives of OWNER, testing agencies, and governmental agencies with jurisdictional interests proper and safe access to Goods in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Procurement Documents.

**ENGINEER’s STATUS:**

ENGINEER will be OWNER’s representative.

ENGINEER will have authority to disapprove or reject Goods or Special Services which are Defective.

ENGINEER will be the initial interpreter of the requirements of the Procurement Documents and judge of the acceptability of the Goods and Special Services.

Neither ENGINEER’s authority to act under these Procurement General Conditions or elsewhere in the Procurement Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, or any CONTRACTOR’s agents or employees or any other person furnishing materials or equipment for incorporation in the Goods or furnishing services incidental thereto.

ENGINEER shall not have any authority to supervise or direct any of CONTRACTOR’s operations or activities.

ENGINEER will not be responsible for CONTRACTOR’s failure to produce and deliver the Goods and furnish Special Services in accordance with the Procurement Documents, nor will ENGINEER be responsible for any acts or omissions of CONTRACTOR or of any other persons furnishing and delivering any Goods, furnishing Special Services or performing other services in connection therewith.

**CHANGES IN THE GOODS OR SPECIAL SERVICES:**

Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Goods or furnishing of Special Services; these changes will be authorized by Change Orders. Upon receipt of an authorized Change Order from OWNER, CONTRACTOR shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made on the basis of a claim made by either party.

**CHANGE OF CONTRACT PRICE:**

The Contract price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for furnishing the Goods, Special Services and performing other services in connection therewith.

The Contract price may only be changed by a Change Order or by a Written Amendment.

**CHANGE OF CONTRACT TIME:**

The Contract Time may only be changed by a Change Order. Any Claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within 15 days of the occurrence of the event giving rise to the claim.

**SUSPENSION, CANCELLATION AND TERMINATION:**

OWNER may, at any time and without cause, suspend production of the Goods or any portion thereof or the furnishing of Special services or other services for a period of not more than 90 days by notice in writing to CONTRACTOR and ENGINEER. Upon 15 days’ written notice from OWNER, CONTRACTOR shall resume performance. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to any suspension if CONTRACTOR makes an approved Claim.

OWNER may, at any time and without cause, upon 10 days’ written notice to CONTRACTOR, cancel all or any part of the undelivered Goods or unfurnished Special Services and shall pay CONTRACTOR reasonable cancellation charges.

**WARRANTIES:**

The CONTRACTOR shall warrant all Goods and Special Services in writing for a period of one year after the earlier of the date on which OWNER has placed the Goods in continuous service or the date of final payment, or for such longer period of time as may be prescribed by the terms of any special guarantee required or by any specific provisions of the Procurement Documents.

# PROCUREMENT SUPPLEMENTARY CONDITIONS

**PROPOSAL PRICING:**

### The bid pricing in the Proposal shall remain firm for 45 days from the date the Proposal is received by the OWNER.

**ENGINEER:**

Gregory A. Hempelman, Colorado Professional Engineer, License #26722

**POINT OF DELIVERY:**

The delivery of the Goods will be made to the OWNER’s site at 5000 E. Alameda Ave., Denver, CO 80246.

**CONTRACT TIMES:**

This Procurement Agreement shall be in effect from the Effective Date of the Procurement Agreement until the delivery, start-up, testing and warranty period of the equipment is complete.

The delivery of the Goods to the Point of delivery shall not exceed 365 days from the Effective Date of the Procurement Agreement.

**PAYMENT:**

First Application of Payment will be for 10% of the total Contract Price.

Second Application for Payment will be for 80% of the total Contract Price.

Final Application for Payment will be for 10% of the total Contract Price.

Add the following definitions to the Procurement General Conditions:

**Contract Documents**-The words “Contract” and “Contract Documents” are used interchangeably and have the same meaning as Procurement Document.

**Installation Contractor**-The person, firm or corporation retained by OWNER in separate Agreement to provide construction services for the installation, start-up assistance, and coordination of testing of the equipment to be provided under the Procurement Agreement.

**SPECIFICATIONS**

CHILLER EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

1. Furnish the chiller equipment, submittals, transportation, start-up, testing and training services for the OWNER as described in these Specifications.

1.02 SUBMITTALS

A. Preliminary Submittals to be Provided with Bid Proposal (3 sets)

1. Technical literature for the chiller including the unit report, certified drawings, wiring diagrams, detailed performance report for full and part load conditions (cooling capacity, power, evaporator data, fluid flow, condenser data, EER at 25%, 50%, 75% and 100% of full load, AHRI certified value for IPLV), and acoustic summary for full and part load conditions.
2. Schedule of Shop Drawing Submittal dates.

 3. Schedule for chiller manufacturing and delivery to OWNER’s site.

B. Shop Drawings (5 sets)

1. Complete specifications, catalog cuts, and descriptive literature that shall include make, model, and performance of chiller equipment.
2. Complete system power, interlock, control, and data transmission wiring diagrams no smaller than 11-in by 17-in. Include color-coded wiring with point-to-point numbered terminal strip designations.
3. Complete descriptive dimensioned drawings and schematics of chiller equipment.
4. Information on packaging, handling and shipping weight of chiller equipment.

C. Quality Control Submittals

1. Operations and Maintenance manual.

2. Start-up instructions

3. Field testing plan

1.03 EQUIPMENT DESCRIPTION

A. Packaged Chiller

 1. Compressor/Refrigerant Type:

 a. Standard Scroll with R-32 or R-454B

 b. Screw with R-513A

 2. Condenser Type: Air-Cooled

 3. Acceptable Manufacturer’s: Carrier, Trane, York and Daikin

 3. Power: 208 Volt, 3 Phase, 60 Hertz

B. Performance Requirements. Design equipment to perform under the following conditions:

 1. Cooling Capacity: 129 tons

 2. Temperature, Ambient: Summer maximum 100 DB/64 WB degrees F; winter minimum minus 20 DB degrees F.

3. Evaporator Chilled Water Conditions:

a. Entering Water Temperature: 54 degrees F.

b. Leaving Water temperature: 44 degrees F.

c. Water with 30% Propylene Glycol

4. Condenser Ambient Conditions: 95 degrees F. at full load

4. Altitude - 5,420-ft above msl.

4. Seismic - UBC Zone 1.

C. Control Design Requirements

1. Provide chiller controls that will interface with OWNER’s Schneider Electric control system using BACnet communication protocol.

2. Provide chiller controls that will allow OWNER’s system to: enable staging for part load operations, control chilled water supply temperature set point, allow speed control of the chilled water pump via a variable frequency drive (VFD by others), monitor all chiller alarms, monitor chilled water supply and return temperature, and monitor electrical demand in kW for chiller operation.

 3. Provide an enclosure for termination of the OWNER’s chiller control wiring.

D. Accessories and Installed Options

1. Compressor optimized for part load efficiency
2. Suction service valve
3. Low ambient head pressure control
4. Evaporator insulation and heater for freeze protection
5. Brazed plate heat exchanger
6. Condenser fans with variable speed control
7. Micro Channel condenser coils
8. Hail guards for all finned coils
9. Control transformer and panel display suitable for cold weather
10. Power disconnect switch with circuit protection
11. Phase and under/over voltage protection

PART 3 EXECUTION

3.01 MANUFACTURER'S SERVICES

A. Provide qualified training person for training of OWNER's personnel for specified Chiller equipment (4 hours training, minimum). Training shall be conducted on-site at OWNER’s facility. Provide course outline, training materials, and O&M manuals to perform training in a classroom style.

B. Furnish four instruction manuals covering the function and operation of the chiller equipment for the use by the OWNER's operating personnel.

3.03 COORDINATING WITH OTHER CONTRACTORS

A. CONTRACTOR shall coordinate Work under this Contract with other Contractor’s working for the OWNER. The OWNER may have an installation contractor, mechanical contractor and electrical contractor working on this project performing work that is not part of this Contract. CONTRACTOR shall incorporate the work of these other Contractors when planning, scheduling and performing the Work under this Contract without additional compensation for payment or contract time.

3.04 START-UP AND FIELD TESTING

A. Inspection

1. During start-up of the chiller equipment, thoroughly check out the entire system. Simulate each control function to determine that the system performs in accordance with the specifications.

 2. Advise OWNER accordingly in writing that the chiller equipment has been tested and performs in accordance with the specifications. Indicate any deviations from the specifications.

3.05 SERVICE WARRANTY/EXTENDED COMPRESSOR WARRANTY

A. Provide services of a factory trained technician as needed during the first full year of operation to correct any deficiencies.

B. Provide 5-year extended warranty for the compressor equipment.

END OF SECTION

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SEQUENCING AND SCHEDULING

### A. Manuals for Equipment:

#### Preliminary Manuals: Submit not less than 45 days prior to installation of equipment for review. Include copy of warranties.

#### Final Manuals: Submit not less than 14 days prior to equipment field testing or startup.

## 1.02 GENERAL

### A. Manuals shall be provided in both hard copy and electronic formats.

### 1. Prepare data for use by OWNER in the form of an instructional manual.

### 2. Hard Copy Manual Format:

#### Size: 8‑1/2 inches by 11 inches.

#### Paper: 20‑pound minimum, white for typed pages.

#### Text: Manufacturer's printed data, or neatly typewritten.

#### Project title.

#### Table of contents neatly typewritten, arranged in a systematic order:

##### CONTRACTOR, name of responsible principal, address, and telephone number.

##### List with Each Product: Name, address, and telephone number of Subcontractor,

###### Identify data applicable to installation.

###  3. Electronic Manual Format: Compatible with Windows operating system in a format using Adobe Acrobat bookmarked with index, chapter, subchapter, or index, division, subdivision layout with search capability on a compact disc(s). Electronic format shall contain the same text, diagrams, drawings, and cut sheets that hard-copy versions contain.

### 1.03 SUBMITTAL PROCEDURE

### A. Preliminary Manuals: Submit three copies for OWNER's review.

### B. Final Manuals: Provide five copies of final approved manual.

## 1.04 MANUALS FOR EQUIPMENT AND SYSTEMS

### A. Content for each piece of equipment:

#### Description of unit and component parts, including controls, accessories, and appurtenances.

##### Function, normal operating characteristics, and limiting conditions.

##### Performance curves, engineering data, nameplate data, and tests.

##### Complete nomenclature and commercial number of replaceable parts.

##### Operating Procedures:

##### a. Startup, break‑in, routine, and normal operating instructions.

##### b. Test procedures and results of factory tests where required.

##### c. Regulation, control, stopping, and emergency instructions.

##### d. Description of operation sequence by control manufacturer.

##### e. Shutdown instructions for both short and extended durations.

##### f. Summer and winter operating instructions, as applicable.

##### g. Safety precautions.

##### h. Special operating instructions.

##### i. Installation instructions.

#### 6. Maintenance and Overhaul Procedures:

##### Routine operations.

##### Guide to troubleshooting.

##### Disassembly, removal, repair, reinstallation, and reassembly.

#### Installation Instructions: Including alignment, adjusting, calibrating, and checking.

#### Original manufacturer's parts list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered parts list, and diagrams required for maintenance.

#### f. Spare parts ordering instructions.

#### g. Manufacturer's printed operating and maintenance instructions.

# PART 2 PRODUCTS (Not Used)

# PART 3 EXECUTION (Not Used)

END OF SECTION

# BID FORM

THE UNDERSIGNED Bidder, having familiarized himself or herself with the Goods and Special Services required by the Procurement Documents, and other factors affecting or potentially affecting performance of the Work, and having satisfied himself or herself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Proposal is accepted, to enter into Agreement in the form attached to perform all Work, including: the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Procurement Contract; the furnishing of all Goods and Special Services required to be incorporated in and form a permanent part of the Work; the providing of all transportation services required to perform the Work; and the providing of all submittals, all as indicated or specified in the Procurement Documents to be performed or furnished by CONTRACTOR for the following Schedule of Values:

**SCHEDULE OF VALUES**

**AUGUSTANA LUTHERAN CHURCH**

**CHILLER EQUIPMENT**

#### Item Description Total Price

1. Submittals

2. Furnishing Chiller with Standard Scroll Compressors\*

Furnishing Chiller with Optional Screw Type Compressors\*

3. Start-up and Testing

4. Training

5. Operation and Maintenance Manuals

**TOTAL CONTRACT AMOUNT FOR SCROLL TYPE CHILLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL CONTRACT AMOUNT FOR OPTIONAL SCREW TYPE CHILLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*OWNER will select either a scroll type chiller or optional screw type chiller when evaluating bids.**

**See Specifications for preliminary submittals required with the bid.**

**Remarks (for any clarification): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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# PROPOSAL

The undersigned bidder, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Name of Firm)

hereinafter also referred to as “CONTRACTOR”, hereby agrees to furnish all Goods and Special Services as specified or indicated in the Procurement Documents:

AUGUSTANA LUTHERAN CHURCH

CHILLER EQUIPMENT

1. The Procurement Documents, referred to and incorporated herein by reference, include the Instructions to Bidders, the Procurement General Conditions, Procurement Supplementary Conditions, Specifications, the Bid Form and Schedule of Values, Proposal, the Acceptance document, and any addenda issued by the OWNER. No one part of the Procurement Documents shall constitute the Procurement Contract, but the whole taken together shall be the contract between the parties.
2. The price offered to furnish the Goods and Special Services is the amount set opposite each item listed on the SCHEDULE OF VALUES, with a total price for all items bid in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the scroll type chiller and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the screw type chiller.
3. Payment for all furnished Goods and Special Services shall be made as set forth in the Procurement General Conditions, incorporated herein by reference.

IN WITNESS WHEREOF this proposal is made this day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Authorized Agent) (Print or Type Name of Authorized Agent)

Whose Permanent Post Office Address is:

##### Street No./P.O. Box City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number Fax Number

Bidder’s Status:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sole Proprietorship, Partnership, Corporation

(To include State of Incorporation)

Owner of Company

# ACCEPTANCE

Augustana Lutheran Church hereby accepts the Proposal of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Name of Firm)

\*a corporation of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \*a joint venture, \*a sole proprietorship, to perform all Work as described in the Procurement Documents

for a total consideration of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars for the \_\_\_\_\_\_\_\_\_\_\_ type chiller.

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Augustana Lutheran Church:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

William Crossen Paul Blanchard

Finance Administrator Property Board Chairperson

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lisa Boe-Sims

Congregation Council President