

# **City of Crisfield**

319 W. Main Street  
Crisfield, Maryland 21817

## **REQUEST FOR PRICE QUOTE**

**HVAC SYSTEMS  
FOR  
FORMER CARVEL HALL FACTORY**

**RFP #64-554-E**

**ISSUE DATE:**

**JUNE 11, 2013**

**PRE-PROPOSAL MEETING:**

**JUNE 25, 2013 at 11:00 AM  
4251 Crisfield Highway (Former Carvel Hall Factory)**

**PROPOSALS MUST BE RECEIVED BY:**

**JULY 9, 2013  
BY 4:30 PM AT CITY HALL**

**DELIEVER PROPOSALS TO:**

City of Crisfield  
319 W. Main Street  
Crisfield, Maryland 21817

## Section One

### General Information:

- 1.1 Purpose: The City of Crisfield is seeking qualifications and cost proposals for HVAC Systems (conventional, geo-thermal and cost per cubic feet) for portions of the former Carvel Hall Factory located at 4251 Crisfield Highway, Crisfield, MD. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the city intends to govern the relationship between it and the selected vendor. Definition of Parties: the City of Crisfield will hereinafter be referred to as the "City". Respondents to the RFP shall be referred to as "Bidders." The bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.2 Scope: The work specified herein shall be to design and specify the HVAC Systems necessary to provide the cooling and heating to portions of the building as outlined in Section Four. All work to be completed in accordance with the proposed plan(s).
- 1.3 Evaluation criteria:
- |   |     |
|---|-----|
| 1.3.1 Understanding of project objectives | 20% |
| 1.4.2 Scope of services proposed          | 20% |
| 1.4.3 Qualifications and experience       | 20% |
| 1.4.4 References similar to the city      | 20% |
| 1.4.6 Cost of services                    | 20% |
- 1.4 Communication with the City: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site. [www.crisfieldcityhall.com](http://www.crisfieldcityhall.com). The City will not be bound by oral responses to inquiries or written responses other than addenda.

Inquires must be made to: Noah Bradshaw  
City Inspector  
City of Crisfield  
319 W. Main Street  
Crisfield, MD 21817  
410-968-0045  
[nbradshaw@crisfieldcityhall.com](mailto:nbradshaw@crisfieldcityhall.com)

- 1.5 Award of Proposal: Presentations may be requested of two or more bidders deemed by the City to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the City may select up to two bidders which, in its opinion, has made the proposal(s) that is/are the most responsive and most responsible and may award the contract to that/those bidder(s). If two bidders are selected the bidder with the most responsive and responsible bid will be designated the primary Contractor (Primary). A second, if selected, will be designated the secondary Contractor (Secondary). The Primary will be offered all the work under this contract. If the Primary is unable to meet a project deadline or refuses a project, that project will be offered to the Secondary. If the Primary is unable or unwilling to consistently provide project support as specified by the terms and conditions of the contract, then the Primary will be discharged in accordance with Section 2.7, and the Secondary will be offered the contract on a primary basis. The city reserves the right to select only one bidder. The City reserves the right to waive minor irregularities. Scholarships, donations or gifts to the City, will not be considered in the evaluation of proposals. The City reserves the right to reject any or all proposals in whole or in part and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City. The City may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the City determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the City of Crisfield within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Confidentiality: The information contained in proposals submitted for the City's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The City will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.8 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.9 Debarment: Submission of a signed proposal 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 City will be notified of any change in this status.

1.10 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.12 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be delivered to the City of Crisfield, 319 W. Main Street, Crisfield, MD 21817 in a sealed envelope by **July 9, 2013** in order to be considered. Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Thursday and 8:00 a.m. to 4:00 p.m. Friday. Bidders may wish to call 410-968-1333 to determine if City operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause 1.7). In the event of suspended City operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The City assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the City determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

1.14 Pre-Proposal Conference: A conference will be held on **June 25, 2013 at 11:00 AM** local time at 4251Crisfield Highway, Crisfield, MD 21817 (former Carvel Hall Factory). The purpose of this conference is to give vendors the opportunity to ask the City questions about the RFP. Please hold all questions until this meeting. Participation at the Pre-Proposal Conference is **mandatory**; however, it is limited to two (2) people per firm. Firms planning to attend this pre-proposal conference must contact the city at 410-968-1333 no later than 4:00 p.m. local time on **June 24, 2013** with the names and titles of the individuals who will attend.

END SECTION ONE

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

This project is funded by US Department of Agriculture and the Department of Business and Economic Development. All funding agency small procurement rules apply including equal opportunity to Disadvantaged business enterprises which may provide services directly or as a consortium. Minority business enterprises (MBE), Disadvantaged Business Enterprises and Women-owned business enterprises (WBE) will be afforded full opportunity to submit information on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award.

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

2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the City of Crisfield, 319 W. Main Street, Crisfield, MD 21817. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.3 Contract Data: The Contractor is required to provide the City with detailed data concerning the Contract at the completion of the work or at the request of the City at other times.

2.4 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.

2.5 Non-Waiver of Defaults: Any failure of the City to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

2.6 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the City's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within two (2) days, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the City, either the City or the Contractor may terminate this Contract by giving ninety (90) days advance written notice to the other party. Cancellation does not release the

Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

## 2.7 Contract Coordinator and Administrator, Project Monitor, and Clarification of Responsibilities:

2.7.1 Contract Coordinator and Administrator: The Lead Project Manager, hereafter referred to as the "Contract Coordinator" shall be the City Inspector representing all matters pertaining to the administration of this contract. The Contract Coordinator shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of this contract. The City's Contract Coordinator shall be:

Noah T. Bradshaw  
City Inspector  
City of Crisfield  
319 W. Main Street  
Crisfield, MD 21817  
410-968-1333

Alternate Contract Coordinator shall be:

Joyce Morgan  
Clerk/Treasurer  
City of Crisfield  
319 W. Main Street  
Crisfield, MD 21817  
410-968-1333

2.7.2 Project Monitor: The Project Monitor shall be a City representative or a designated representative paid by the City. The Project Monitor shall conduct visual inspections, and project monitoring for the City in accordance with all applicable local, state and federal standards. In addition the Project Monitor shall act as the City's agent under this contract.

2.7.3 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from:

Noah T. Bradshaw  
City Inspector  
City of Crisfield  
319 W. Main Street  
Crisfield, MD 21817  
410-968-1333

- 2.8 **Contract Disputes:** If, in the construction of any public work, including buildings, highways, bridges, dams and drainage structures, which the City does by contract, there arises a dispute between the City and the Contractor which cannot be settled, then this dispute shall be submitted to arbitration and both the City and the Contractor shall be bound by the decision of the arbitrator. The membership of the American Arbitration Association shall be used as arbitrators, and the procedures used for arbitration shall be in conformity with the Construction Industry Arbitration Rules, as administered by the American Arbitration Association.
- 2.9 **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 Maryland without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maryland.
- 2.10 **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 City.
- 2.11 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with City 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 City encourages the employment of individuals with disabilities.
- 2.12 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein. The City has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the City.
- 2.13 **Sexual Harassment:** The City is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The City 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 City policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Clerk/Treasurer (410) 968-1333

2.14 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the City or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

General Liability: Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities.

Insurance shall be provided on a standard form Insurance Services Office (ISO) Commercial General Liability Form or equivalent and shall include the following three endorsements or their equivalent:

1. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization with the City of Crisfield, 319 W. Main Street, Crisfield, MD 21817 listed as additional insured;

2. Additional Insured – Owners, Lessees or Contractors – Completed Operations with the City of Crisfield, 319 W. Main Street, Crisfield, MD 21817 listed as additional insured; and

3. Designated Construction Project General Aggregate Limit as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance.

The required minimum insurance limits below shall not be construed as a limitation of the City's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation.

General Liability insurance required minimum limits:

1. General Aggregate	\$2,000,000
2. Products and Completed Operations Aggregate	\$2,000,000
3. Personal Injury Aggregate	\$1,000,000
4. Each Occurrence for Contracts Under \$1 million	\$1,000,000

5. Each Occurrence for Contracts \$1 million and above	\$2,000,000
6. Personal/Advertising Injury	\$1,000,000
7. Medical Payments (Any One Person)	\$5,000

Workers' Compensation – Contractor shall provide Workers' Compensation insurance with coverage on a statutory basis according to Maryland Law and apply to all personnel on the job site. Workers' Compensation Insurance required minimum limits:

1. Coverage A (Workers' Compensation) Statutory Limits

2. Coverage B (Employer's Liability)

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each employee
Bodily Injury by disease	\$500,000 policy limit

Vehicle Liability Insurance – Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned vehicles. Vehicle Liability insurance required minimum limits:

1. Combined Single Limit	\$1,000,000 each accident or
2. Split Limits	\$1,000,000 bodily injury      \$1,000,000 property damage

Property Insurance: The Contractor is responsible for property insurance on all of the tools, equipment or material brought to the site. Any damage to any of the materials provided by the Contractor is the responsibility of the Contractor.

Certificates of Insurance for all of the above insurance shall be filed with:

City of Crisfield  
319 W. Main Street  
Crisfield, MD 21817

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

Performance Bond – The successful Contractor may be required to furnish a performance bond in the amount of the contract award. In lieu of performance bond Contractor(s) may provide an irrevocable letter of credit naming the City as beneficiary. The irrevocable letter of credit must be in the amount of the contract award for the performance bond and the format content required by the City. In case of a split award, performance bond/irrevocable letter of credit must be split between successful Contractor(s) as determined by the City. Performance bond/irrevocable

letter of credit must be furnished by a company licensed to do business in the State of Maryland.

The performance bond/irrevocable letter of credit must be for the entire contract period. The performance bond/letter of credit must provide that in the event of non-renewal, the City and the Contractor be notified in writing by the issuer a minimum of 60 calendar days prior to the anniversary of the contract effective date.

Such bond/irrevocable letter of credit must be furnished to the City within 10 calendar days of contract award notice and prior to contract commencement.

- 2.15 Payments: The Contractor is required to submit to the Contract Coordinator per-job billing documentation for verification of accuracy and an approval signature before being submitted for payment. Payment will be upon submittal of an invoice to the City Clerk/Treasurer by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include an itemized list of materials used, labor employed, City Work Order number, project name(s), project date(s) and other data as requested.

The City will make payment by check.

- 2.16 Smoking Policy: The City must comply with the "Workplace Smoking Act of 1985". In compliance with this law, the City has prohibited smoking in all City buildings. This rule must also apply to all contractors and workers in existing City buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings and for abiding by all signage specifying no-smoking distances from buildings.
- 2.17 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City. If the Contract Coordinator or designee, notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Coordinator.

END SECTION TWO

## SECTION THREE

### 3.0 WORK TO BE PERFORMED:

3.0.1 The work specified herein shall be to design and specify HVAC for the areas as defined on Exhibit 4.0.1. Each Office and Conference Room needs to be individually controlled. The Lobby, Hallway and Store A and Store B areas will be individually controlled. The 10,000 Square Foot Factory area at the far right end of the building will be individually controlled. All work to be completed in accordance with the proposed plan(s).

Bidders are encouraged to submit proposal bids for Geothermal Energy solutions also since the city is very interested this as an HVAC solution.

The city would also like to request an HVAC solution bid with a per cubic foot pricing.

END SECTION THREE



## SECTION FIVE

### 5.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 5.1 Business Profile:

**5.1.1 No financial statements are required to be submitted with your proposals,** however, prior to an award the City may request financial statements from your company, credit reports and letters from your bank and suppliers.

**5.1.2 Please submit with your proposal** a detailed history and description of your company and any published reports about your company. Include the overall understanding of the project objectives, detailed scope of services, qualifications package, including resumes of project staff and their role in the project, firm experience over the past ten (10) years of similar nature, and cost of services including expected hours and rate for construction inspection and project management services.

5.2 Pricing: The bid shall be in the form of a fixed price for the engineering services being proposed and hourly rates for inspection and project management services. Charges not specified in the bid will not be honored. **Note: Applicable to the Primary and Secondary Contractor.**

5.3 Secondary Contractor: If you are not selected as the Primary Contractor, would you be willing to be the Secondary Contractor? \_\_\_\_\_

5.4 Payment Method: Payment will be made by check.

5.6 References: A list of three references is required to be submitted with your proposal.  
Provide company names with contact person and telephone number.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

END SECTION FIVE

CITY OF CRISFIELD  
 HVAC SYSTEMS  
 FOR  
 FORMER CARVEL HALL FACTORY  
 RFP #64-554-E (Due July 10, 2013)

**CONVENTIONAL HVAC BID FORM**  
**Option 1**

Furnish the detail costs for items A through E and the Total Bid Cost at the end.

<u>Item</u>	<u>Unit Cost</u>	<u>Total</u>
<b><u>A. Offices</u></b>		
Individually controlled heat and air conditioning for each of the 8 (eight) offices.	_____	_____
<b><u>B. Conference Rooms</u></b>		
Individually controlled heat and air conditioning for each of the 4 (four) conference rooms.	_____	_____
<b><u>C. Hall and Lobby</u></b>		
Heat and air conditioning for the hall and lobby with one Control for both.		_____
<b><u>D. Store A</u></b>		
Individual control for heat and air conditioning.		_____
<b><u>E. Store B</u></b>		
Individual control for heat and air conditioning.		_____
<b><u>F. Factory area</u></b>		
Individual control for heat and air conditioning.		_____
<b>OPTION 1 GRAND TOTAL</b>		\$ _____

## GEO-THERMAL BID FORM Option 2

<u>Item</u>	<u>Unit Cost</u>	<u>Total</u>
<b><u>A. Offices</u></b>		
Individually controlled heat and air conditioning for each of the 8 (eight) offices.	_____	_____
<b><u>B. Conference Rooms</u></b>		
Individually controlled heat and air conditioning for each of the 4 (four) conference rooms.	_____	_____
<b><u>C. Hall and Lobby</u></b>		
Heat and air conditioning for the hall and lobby with one Control for both.		_____
<b><u>D. Store A</u></b>		
Individual control for heat and air conditioning.		_____
<b><u>E. Store B</u></b>		
Individual control for heat and air conditioning.		_____
<b><u>F. Factory area</u></b>		
Individual control for heat and air conditioning.		_____
<b>OPTION 2 GRAND TOTAL</b>		\$ _____

## COST PER CUBIC FEET BID FORM Option 3

**A. Per Cubic Foot Cost** **OPTION 3 TOTAL** \$ \_\_\_\_\_

The above pricing valid through \_\_\_\_\_

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)