



Request for Proposal #10-17

On Call Emergency Chilled Water Services

Bid Posted: 06/06/2017

Pre-Bid Meeting: 06/13/2017 @ 11:00 a.m.
Government Office Bldg.
125 N. Division St., Room 306
Salisbury, MD 21801

Last Day for Questions: 06/23/2017 @ 12:00 p.m.

Bid Opening: 07/05/2017 @ 2:30 p.m.
Government Office Bldg.
125 N. Division St., Room 104
Salisbury, MD 21801

Department of Internal Services – Procurement Division
125 N. Division St., 104 Salisbury, MD 21801
PH: 410-548-3190 FX: 410-548-3192
Salisbury, MD 21801

ADVERTISEMENT

CITY OF SALISBURY

RFP 10-17

On Call Emergency Chilled Water Services – Police Department Headquarters

The City of Salisbury is seeking proposals from qualified, experienced and licensed companies to provide On Call Emergency Chilled Water Services for the City of Salisbury Police Headquarters building. The City of Salisbury is seeking the service of a vendor/contractor who within 48 hour notice could install an emergency service at the Police Department Headquarters to restore chilled water service to the building until the necessary repairs or replacement of the existing system can be implemented.

The qualified vendors/contractors shall provide a technical proposal and pricing for the services to be provided in three phases of work:

- Phase I- The assessment, design, and preparation of design documents with specifications for the construction of system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
- Phase II- Services to construct the recommended system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
- Phase III- On call services to provide labor, materials, equipment, transport, operation, and maintenance to provide On Call Emergency Chilled Water Services – Police Department Headquarters within 48 hours of notification from the City.

Proposal documents for this solicitation may be obtained from the City of Salisbury Procurement Division, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, by calling 410-548-3190, during normal business hours, or via our website, www.salisbury.md; Information Center; Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any Proposal Document received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the Completed Proposal Documents.

A Pre-Proposal Meeting will be held on Tuesday, June 13th, 2017 at 11:00 A.M., local time in Room 306 of the Government Office building, address listed above. A site visit will be held immediately following the pre-bid meeting. This meeting is not mandatory; however, all interested parties are encouraged to attend.

Questions are due no later than Friday, June 23rd, 2017 at 12:00 P.M. local time, at the above location. No further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered, or emailed to Michael Lowe, Senior Buyer-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at mlope@salisbury.md.

Sealed Proposal Documents are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, on Wednesday, July 5th, 2017 at 2:30 P.M., local time, at which time and place they will be publicly opened and only the names of vendors read aloud. No late

Completed Proposal Documents (“CPD”) will be accepted; late CPD’s will be returned unopened.

All minority business enterprise vendors are encouraged to compete for award of said Services.

Jennifer L. Miller
Assistant Director of Internal Services-Procurement Division
City of Salisbury, Maryland

TABLE OF CONTENTS

ADVERTISEMENT

SECTION I: INTRODUCTION		<u>PAGE #s</u>
1	PURPOSE	6
2	CLARIFICATION OF TERMS	6
3	QUESTIONS AND INQUIRIES	6
4	FILLING OUT PROPOSAL DOCUMENTS	6
5	SUBMISSION OF PROPOSAL DOCUMENTS	7
6	OPENING OF PROPOSAL DOCUMENTS	7
7	ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS	8
8	NOTICE TO VENDORS	9
 SECTION II: GENERAL INFORMATION		
1	INTRODUCTION	10
2	PROCUREMENT ADMINISTRATOR	10
3	CONTRACT ADMINISTRATOR	10
4	SCHEDULE – PROPOSAL & PROJECT	10
5	PROPOSAL FORMAT AND PROCEDURES	10
6	SHORTLISTED VENDOR INTERVIEW MEETING	10
7	BEST AND FINAL TECHNICAL AND PRICE PROPOSALS	11
8	BID SECURITY	11
9	PERFORMANCE BOND AND PAYMENT BOND	12
10	ECONOMY OF PROPOSAL	12
11	RESPONSIBILITIES OF THE VENDOR	12
12	PROPRIETARY INFORMATION OR TRADE SECRETS	12
13	OWNERSHIP OF MATERIALS	13
14	CONTRACT AWARD	13
15	AUDIT... ..	13
16	NONPERFORMANCE	13
17	ASSIGNMENT	14
18	MODIFICATION OR WITHDRAWAL OF PROPOSAL	14
19	DEFAULT	14
20	COLLUSION/FINANCIAL BENEFIT	14
21	TAX EXEMPTION	14
22	EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION	14
23	INDEMNITY	15
24	STATUS OF VENDOR	15
25	APPLICABLE LAWS	15
26	SUSPENSION OR TERMINATION FOR CONVENIENCE	15
27	CONTRACT CHANGES	16
28	ADDENDUM	17
29	DEBARMENT	17
30	INSURANCE REQUIREMENTS	17

SECTION III: SCOPE OF SERVICES

1	OVERVIEW.....	19
2	ASSESSMENT AND DESIGN SERVICES	19
3	CONSTRUCTION SERVICES	20
4	NOTIFICATION PROCESS 48 HOUR RESPONSE.....	20
5	EQUIPMENT TO BE PROVIDED.....	20
6	WORK TO BE PERFORMED AT START UP	21
7	WORK DURING PERFORMANCE PERIOD	22
8	WORK PERFORMED DURING BREAKDOWN	22

SECTION IV: PROPOSAL REQUIREMENTS

1	TECHNICAL PROPOSAL.....	23
2	PRICE PROPOSAL.....	24

SECTION V: EVALUATION AND SELECTION PROCESS

1	EVALUATION AND SELECTION COMMITTEE.....	26
2	EVALUATION CRITERIA.....	26
3	FINAL RANKING AND SELECTION.....	27

SECTION VI: PRICE PROPOSAL SHEET

1	PRICE PROPOSAL SHEET	28
2	BID VALIDATION.....	31
3	EXCEPTIONS AND ADDENDA.....	32
4	OWNERSHIP DISCLOSURE FORM	33
5	AFFIDAVIT OF QUALIFICATION TO BID	35
6	NON-COLLUSIVE AFFIDAVIT	36

- ATTACHMENT 1-** CURRENT SITE PICTURES
- ATTACHMENT 2-** PLANS OF CHILLER CONNECTIONS TO POLICE BUILDING

SECTION I: INTRODUCTION

1. PURPOSE

- A. The purpose of this Request for Proposal (RFP) is to seek proposals from qualified, experienced and licensed companies, hereinafter referred to as VENDOR (S), to provide On Call Emergency Chilled Water Services for the CITY Police Department Headquarters Building (Here after referred to as SPD).
- B. The CITY is seeking the service of a VENDOR who within a 48 hour notice could install an emergency service at the SPD to restore chilled water service to the building until the necessary repairs or replacement of the existing system can be implemented.
- C. Qualified and experienced VENDORS are requested to submit a comprehensive proposal to the CITY to provide all services requested in this RFP.

2. CLARIFICATION OF TERMS

- A. Professional firms or individuals that submit a proposal for award of a contract ("Contract") are referred to as vendors ("VENDORS") or ("PROPOSERS") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

3. QUESTIONS AND INQUIRIES

- A. Questions regarding the Proposal Documents or procedures should be referred to Michael Lowe, Assistant Director of Internal Services-Procurement & Parking, 125 N. Division Street, Room 104, Salisbury Maryland 21801, during normal business hours, or by fax at 410-548-3192, or by email at mlowe@salisbury.md.
- B. Copies of the Proposal Documents are available in the Office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, www.salisbury.md ; Information Center; BIDS & RFPs.
- C. The official response to any request for information not addressed in this document, or for any interpretation or clarification of the information contained in this bid solicitation, will be made by an addendum. VENDORS will acknowledge in their proposals receipt of each Addendum.
- D. It is each VENDOR'S responsibility to advise the Procurement Administrator of apparent conflicting requirements, omissions of information, or the need for modifications or clarifications to this Solicitation and supporting documents before the proposal deadlines.
- E. No oral explanations regarding the meaning of this Solicitation will be given.
- F. Technical questions and inquiries shall be directed in writing to the above.

4. FILLING OUT PROPOSAL DOCUMENTS

- A. Use only forms supplied by the City of Salisbury ("City").
- B. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.
- C. Where so indicated by the makeup of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words

will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.

D. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.

E. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.

F. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.

G. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

5. SUBMISSION OF PROPOSAL DOCUMENTS

A. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Assistant Director of Internal Services–Procurement Division and will be identified with the project name and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.

B. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement or Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.

C. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents reach the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of Proposal Documents. The City will NOT BE RESPONSIBLE for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal Document submission date.

D. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.

E. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.

F. ALL MINORITY BUSINESS ENTERPRISE VENDORS ARE ENCOURAGED TO PARTICIPATE.

G. All Vendor-submitted Proposal Documents will be valid for a minimum of one hundred eighty (180) days from the date of Proposal Document opening.

6. OPENING OF PROPOSAL DOCUMENTS

A. Proposal Documents received on time will be opened publicly and only the vendor's names will be read aloud for the record.

- B. Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening. The recommended award will be available after the completed evaluation.
- C. Proposals will not be available for review by Vendors at the bid opening.
- D. The CITY reserves the right to review all materials and present a recommendation to the Mayor and CITY Council prior to bids being available for review. Bid documents will only be available for review after approval.

7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS

- A. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to award this bid to multiple vendors. The City reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.
- B. In determining a Vendor's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:
 - 1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
 - 2. Character, integrity, reputation, experience, and efficiency;
 - 3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
 - 4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Vendor's employment practices;
 - 5. Evidence of adequate insurance to comply with Contract terms and conditions;
 - 6. Statement of current work load and capacity;
 - 7. Explanation of methods to be used in fulfilling the Contract;
 - 8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.
- C. In determining a Vendor's RESPONSIVENESS, the City will consider whether the Proposal Documents conform in all material respects to the Request for Proposal. The City reserves the right to waive any irregularities that may be in its best interest to do so.
- D. The City will have the right to reject any and all Proposal Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Proposal Security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

A. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified, experienced and licensed companies, hereinafter referred to as VENDOR (S), to provide On Call Emergency Chilled Water Services for the CITY Police Department Headquarters Building.

2. PROCUREMENT ADMINISTRATOR

Michael Lowe- Senior Buyer Procurement Division, City of Salisbury will administer the proposal solicitation process and shall be the single point of contact for the VENDOR during the bid preparation and submission process. She can be reached by email at mlope@salisbury.md, by telephone at 410-518-3190 ext. 1102, and by fax at: FAX 410-548-3192.

3. CONTRACT ADMINISTRATOR

Colonel David Meinshein of The City of Salisbury Police Department will administer this contract.

4. SCHEDULE – PROPOSAL & PROJECT

- A. Issue Date of RFP: June 6th, 2017
- B. Pre-bid Meeting: June 13th, 2017 at 11:00 a.m.
- C. Final Date of Submission of potential VENDOR questions and comments on this RFP: June 23rd, 2017 at 12:00 p.m.
- D. Proposed date for responses to VENDOR questions and comments by the CITY: June 27th, 2017.
- E. VENDOR Submission Date of Technical and Price Proposals and Proposal Opening: July 5th, 2017 at 2:30 p.m.
- F. Convene Proposal Review Committee: Week following submission of proposals.
- G. Preliminary Short-list of VENDORS: Two weeks following submission of proposals.
- H. Short-list of VENDOR Interview if required: Four weeks following submission of proposals.
- I. Submit VENDOR selection recommendation to Mayor and CITY Council: TBD.

5. PROPOSAL FORMAT AND PROCEDURES

- A. The selection procedure for this Solicitation requires that the “Technical Proposal” be evaluated before the “Price Proposals” are evaluated.
- B. Proposals should be printed on 8.5" x 11" paper, with a cover page on each clearly displaying: 1) VENDOR name, and 2) Contact person's name, address, phone and fax number, and e-mail address.
- C. “Technical Proposal” and “Price Proposals” responses must be submitted in separate sealed envelopes and clearly identified by “On Call Emergency Chilled Water Services - Police Department Headquarters”

6. SHORTLISTED VENDOR INTERVIEW MEETING

- A. Following the initial evaluation of the Technical and Price Proposals the Evaluation Committee

has the option to make a selection or will develop a short list of VENDORS to be asked to attend a meeting to review the offer in additional details and address questions from the Evaluation Committee.

B. The Evaluation committee will submit to the shortlisted VENDORS a meeting agenda and list of question to assist the VENDOR prepare for the meeting.

C. If requested to attend the meeting key VENDOR team members will be requested to attend to include the financing and subcontractor representatives.

7. "BEST AND FINAL" TECHNICAL AND PRICE PROPOSALS

A. Following the Evaluation Committee's review of initial VENDORS proposals, the Evaluation Committee has the option to make an award or will develop a short list of Vendors to be asked to attend a meeting to review the offer in additional detail and address questions from the Evaluation Committee. This call for discussions with responsible VENDORS whose proposals it determines are reasonably being considered for award. The Evaluation Committee will submit to the shortlisted Vendors a meeting agenda and list of questions to assist the Vendor in preparation for the meeting. If requested to attend the meeting, key Vendor Team Members will be requested to attend to include the financing and subcontractor representatives.

B. The purpose of such discussions shall include, but not be limited to:

- (1). Determine in greater detail the VENDOR'S qualifications;
- (2). Explore with the VENDOR the scope and nature of the project, the VENDOR'S proposed method of performance and the possibility of alternate methods;
- (3). Determine that the VENDOR will make available the necessary personnel and facilities to perform within the requirements of this solicitation;
- (4). Agree upon fair and reasonable compensation, considering the estimated value of the services and the scope and complexity of this RFP;
- (5). CITY reserves the right to review design documents that provide information regarding the system description, equipment details and description, layout of installation, and structural and/or mounting details for the equipment;
- (6). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing VENDORS. VENDORS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted following submission of initial proposals and prior to award of contract;
- (7). Following the initial proposal review and discussions (if any), the evaluation committee will either recommend an award of contract or call for a best and final offer from those VENDORS it deems capable of meeting the scope and needs of this solicitation;
- (8). CITY may request additional documentation for amendment of the Technical Proposal and request "best and final" pricing based on the results of the above;
- (9). The requests will be issued only to the shortlisted VENDORS.

8. BID SECURITY

A. Each bid shall be accompanied by a bid bond, in a form and by a surety company approved by the City of Salisbury. The bond must be in an amount not less than five percent (5%) of the base bid(s). Certified or cashier's checks are acceptable in lieu of bid bond,

subject to the same conditions. Bonds and checks shall be made payable to the CITY OF SALISBURY. AIA Bid Bond forms are acceptable.

B. Return of Bid Security:

1. At award of contract, all unsuccessful proposers' bid security will be returned.
2. The bid security will be returned to the successful bidder upon execution of the Contract and Performance Bond.

9. PERFORMANCE BOND and PAYMENT BOND

A. The Contractor or to whom the contract is awarded shall furnish a Performance Bond and a Labor and Materials Payment Bond in a form and by a surety company approved by the City of Salisbury. The amount of the bond shall be one hundred percent (100%) of the contract price. Bonds shall be made payable to the City of Salisbury. AIA Performance and Payment Bond forms are acceptable. The surety bond shall be in effect for the longest statute of limitations applicable to such surety under Maryland law.

10. ECONOMY OF PROPOSAL

A. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

11. RESPONSIBILITIES OF THE VENDOR

A. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the Proposal Documents. The Vendor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the City in accordance with applicable law for all damages to the City caused by the Vendor's negligent performance of any of the services furnished under the Contract.

C. The rights of the City provided for under the Contract are in addition to any rights and remedies provided by law.

12. PROPRIETARY INFORMATION OR TRADE SECRETS

A. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

13. OWNERSHIP OF MATERIALS

A. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the City and is subject to public inspection in accordance with the Public Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Public Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 12.A.

14. CONTRACT AWARD

- A. A written award by the City to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the City will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within sixty (15) days of receipt of the Contract.
- B. Proposal Documents and Contracts issued by the City will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.
- C. City personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
- D. The City reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.
- E. Contract will be awarded or all proposals rejected within 180 days of bid opening.

15. AUDIT

A. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

16. NONPERFORMANCE

A. The City reserves the right to inspect all operations and to withhold payment for any Services not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions, or mistakes in performance will be corrected at no cost to the City. Failure to do so will be cause for withholding of payment for that Service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

17. ASSIGNMENT

- A. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City's prior written approval.
- B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

18. MODIFICATION OR WITHDRAWAL OF PROPOSAL

- A. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

19. DEFAULT

- A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

20. COLLUSION/FINANCIAL BENEFIT

- A. The Vendor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council, has received or has been promised, directly or indirectly, any financial benefit related to this Contract.

21. TAX EXEMPTION

- A. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the City. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

22. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- A. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, VENDORS and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

23. INDEMNITY

- A. The Successful Vendor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.
- B. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Services under this Contract.

24. STATUS OF VENDOR

- A. The Vendor will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Services under the Contract or other arrangement with the Vendor.
- B. It is understood that the relationship of Vendor to the City will be that of an "Independent VENDOR." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Vendor.

25. APPLICABLE LAWS

- A. Vendor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

26. SUSPENSION OR TERMINATION FOR CONVENIENCE

- A. The City will have the right, at any time by written notice, for its convenience, to suspend the Services under the Contract for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and

thereafter, to require resumption of the whole or any part of the Services without invalidating the provisions of the Contract.

B. The City will have the right, at any time by written notice, for its convenience, to terminate the Services in whole or in part.

C. Any notice issued pursuant to Sections 32.B and/or 32.D will state the extent and effective date of such notice. Except as otherwise directed, the Vendor will stop Services on the date of receipt of the Notice of Termination or other date specified in the notice; nor place further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Services not terminated.

D. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Services actually furnished pursuant to the Contract to the satisfaction of the City and for which no previous invoice was submitted to the City.

E. In the event of a termination, pursuant to Section 32.A, the City will pay the Vendor's expenses verified by final invoice as set forth in Section 32.B for the following:

1. Completed and acceptable Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Services;
2. Expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit.

F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Services not completed prior to the date of termination of the Contract.

27. CONTRACT CHANGES

A. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to additional Services being initiated. Extra Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the City.

B. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services-Procurement Division (with City Council approval, if required) will be honored or valid.

C. If any Change Order in the Services results in a reduction in the Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Services that are eliminated.

D. No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from its obligation to perform all the Services strictly in accordance with the requirements of the specifications of the Contract. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of Services, nor to issue instruction contrary to the drawings and specifications of the Contract.

28. ADDENDUM

- A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Proposal Documents.
- B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Department of Internal Services-Procurement Division to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any City employee that materially change any portion of the Proposal Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
- C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
- D. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer Miller, Assistant Director of Internal Services-Procurement Division, at 410-548-3190 during normal business hours.
- E. The Assistant Director of Internal Services-Procurement Division, reserves the right to postpone the Proposal Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

29. DEBARMENT

- A. By submitting the proposal, the vendor warrants and certifies that he is eligible to submit a proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department agency.

30. INSURANCE REQUIREMENTS

- A. Unless otherwise required by Special Conditions for the Proposal Documents, if a Contract is awarded, the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (at minimum).
 - 1. Comprehensive General Commercial Liability: \$1,000,000 (One million dollars) per occurrence, \$3,000,000 (Three million dollars) aggregate, for bodily injury, personal injury and property damage. The general aggregate limit will apply separately to the project/location or the general aggregate will be twice the required occurrence limit.

2. Workers Compensation and Employer's Liability: Worker's Compensation as mandated by the Code of the State of Maryland and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.
3. Comprehensive Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Include hired, non-ownership coverage and owned vehicle coverage if the company owns a vehicle.
4. Professional Liability: Coverage (errors and omissions), \$1,000,000 per occurrence minimum.
5. The Vendors will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor must provide certificates of insurance before commencing Services in conjunction with the Contract.
 - a. ON ALL LIABILITY INSURANCE POLICIES, CITY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.
 - b. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THE AWARDED CONTRACT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
 - c. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Contract including, but not limited to, claims under the Worker's Compensation Act.

END OF SECTION

SECTION III: SCOPE OF SERVICES

1. OVERVIEW

- A. The purpose of this Request for Proposal (RFP) is to seek proposals from qualified, experienced and licensed companies, hereinafter referred to as VENDOR (S), to provide On Call Emergency Chilled Water Services for the City of Salisbury Police Department Headquarters Building ("SPD").
- B. The City Police Department Headquarters is located at 699 West Salisbury Parkway, Salisbury, MD 21801.
- C. The SPD chiller and cooling tower were installed in 1996. Both are planned to be replaced within the 24 months. Recent operation and maintenance repairs have raised concerns that a major failure of either would cause disruptions with day to day operations of the Police Department.
- D. As a contingency plan, the CITY is seeking the service of a VENDOR who, within 48 hours' notice, could install an emergency service at the SPD to restore chilled water service to the building until the necessary repairs or replacement of the existing system can be implemented.
- E. The service required will be to provide chilled water via emergency rental chiller and cooling tower to be located on trailers or other transport vehicles located outside of the building with direct connections to the building systems thru temporary service connections.
- F. The selected VENDORS shall provide services to provide the required temporary interconnections to the chilled water system in advance of a potential call for emergency services. This would require an assessment of the SPD chilled water system, engineering to determine modifications required for connections to the existing chilled water system (to include but not limited to the chiller and cooling tower) and construction of the modification to the system and building in order to facilitate a speedy connection in the event of an emergency.
- G. Current Building Plan of chiller connections are attached for review. **VENDORS are cautioned that they are not as built plans and may not represent actual as built conditions.** VENDORS are required to visit the site and verify as built conditions. Site visits can be coordinated by contact Pat Guyer by phone at least three (3) days prior to the visit at 410-548-3195. All visits should be complete at least seven (7) days prior to proposal opening. These visits are strictly to verify as built conditions. No questions regarding this solicitation will be answered and should be asked formally in writing before the deadline for questions.

2. ASSESSMENT AND DESIGN SERVICES

- A. The VENDOR shall provide all services to include but not be limited to the following to conduct the assessment, design and preparation of design specification documents for the construction of system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
 - 1. The VENDOR shall conduct a detailed site visit and site assessment of the SPD to include but not be limited to the mechanical, electrical, plumbing and controls systems. The assessment should include a review of the building structure and load capacity.
 - 2. The VENDOR shall retain licensed professional engineers and, if needed, architects to design the system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
 - 3. The VENDOR shall, as a result of the assessment, modify, if required, the equipment to be provided during the event of an on call emergency notification to insure the delivery to the site of the emergency service will include all required materials, equipment, supplies, etc. and shall

provide to the CITY details on changes per item 5 below.

4. The VENDOR shall provide to the CITY a design package with specification to be used by a contractor to make the modifications required for connections to the SPD building chilled water system.

3. CONSTRUCTION SERVICES

A. The VENDOR shall provide all services to include but not be limited to the following to construct the system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.

1. The VENDOR shall use the final approved CITY design package with specifications to be used by the Successful Vendor in order to provide all services required to make the modifications necessary for connections to the SPD building chilled water system to facilitate quick connections and mobilization in the event of a call for on call emergency chilled water service.

2. The VENDOR shall provide all required service to include labor, materials, equipment, supplies to constructed the required the mechanical, electrical, plumbing, and controls systems modifications.

3. On call services to provide labor, materials, equipment, transport, operation, and maintenance to provide On Call Emergency Chilled Water Services- Police Department Headquarters within 48 hours of notification from the City.

4. NOTIFICATION PROCESS 48 HOUR RESPONSE

A. The VENDOR shall provide all service in this RFP upon notification by the CITY to mobilize and provide the on call emergency chilled water services to include but not be limited to the following:

1. The VENDOR shall provide all labor, materials, equipment, transport, operation and maintenance to provide On Call Emergency Chilled Water Services – Police Department Headquarters within 48 hours of notification from the CITY.

2. The VENDOR and the CITY upon award of a contract will establish a notification procedure to communicate with the VENDOR that the On Call services are required.

3. The VENDOR shall mobilize the services per this RFP and have delivered to the site the labor, material, supplies and equipment to provide chilled water service to the SPD.

4. The requirement for the VENDOR is to have all of the tasks listed in the sections below completed and the emergency chilled water service being provided to the SPD within 48 hours of the notification.

5. EQUIPMENT TO BE PROVIDED

A. The VENDOR shall provide all services and equipment to include but not be limited to the following. The final list of equipment shall be determined as a result of assessment item 2 of this section

1. Provide 175 tons of emergency chilled water capacity with either a chiller/cooling tower combination or air cooled chiller capable of proving the required chilled water to the SPD. A combination of smaller sized units capable of providing the maximum required 175 cooling tonnage can be proposed to the CITY for consideration in the final design.

2. Emergency chiller/cooling tower is to be mounted on transport trailers which will be located in parking or driveway areas at the SPD with the final location determined by the CITY during the site assessment.

3. Provide all auxiliaries for the emergency chillers/cooling tower to connect to the building chilled water system and services at the SPD.
4. Provide all chilled water hose, connectors, supports, and fittings to connect the chilled water outlets and inlets from the emergency chillers to the building chilled water pump lines in the SPD mechanical room and exterior located cooling tower.
5. Provide all auxiliaries for the emergency chillers/cooling tower to connect to the electrical service of the CITY building feeders at the SPD.
6. Provide all temporary electrical cables, connectors, wires, transformers, and isolation switches from the SPD electrical panels, service, and switches to the VENDORS emergency chilled water service electrical service.
7. Provide all the necessary protection for the temporary piping, hoses, cables and wiring where they cross sidewalks, walkways, driveways or other areas where there is pedestrian or vehicular traffic.
8. Each emergency chiller will be required to have its own local chilled water pump on the trailer to allow it to pump the chilled water to at least the height of a four story building.
9. Provide all necessary temporary fencing to protect the equipment to be provided to include electric service cabling switches and transformers.
10. All work related to providing the listed equipment to the site is the sole responsibility of the VENDOR.
11. All work shall meet federal, state and local building, construction or related codes and regulations.
12. All VENDORS are required to do a job site walk through to have a clear understanding of the scope.

6. WORK TO BE PERFORMED AT START UP

A. The VENDOR will provide a turnkey operation for the SPD building chilled water system to ensure the emergency service is fully functional and ready to operate with the chilled water system provided.

1. All mechanical installation will be done professionally, with a minimum of interruption to SPD operations.
2. All vehicles used by the VENDOR in delivering and placing the units at the SPD building site will be coordinated in advance with the CITY.
3. All electrical connections to connect from the emergency chillers electrically will be the responsibility of the VENDOR.
4. The VENDOR shall furnish all labor to start up the emergency chillers. Start-up will be done with CITY personnel on hand to verify proper overall operations.
5. All equipment foot print location will be determined by the CITY
6. Any transportation charges will be included in the cost.

7. WORK DURING PERFORMANCE PERIOD

A. The VENDOR will provide a turnkey operation for the SPD building chilled water system to ensure the emergency service is fully functional during the period of an emergency following the 48 hour notice from the CITY considered the "period of Performance" as to include but not limited to the following:

1. The emergency units will be ready to start up and be fully operational within 48 hours of the

official notification from the CITY.

2. The VENDOR will have staff located in the CITY during the “period of performance” to monitor operation of the system during the normal work day Monday to Friday and will have on call staff located within a half hour response time to the SPD on 24 hour on call notice for all other times within a 24 hour day to include weekends and holidays.

3. The “period of performance” will begin the day the equipment is and started up in full operation.

4. The “period of performance” will end on a date predetermined by the CITY, with no less than one week advance notice, from when the equipment is to be removed from the SPD. The CITY will pay for a minimum of two weeks service operation for the mobilization following notification of an emergency.

5. During the “period of performance”, the VENDOR will periodically inspect and maintain the chilled water units as per manufacturer specifications.

6. The VENDOR shall be entirely responsible to maintain the units. This includes any necessary periodic cleaning of the condensing unit coils, on board pump checks, and any other maintenance required on the rented equipment.

7. The VENDOR shall respond to emergency calls or any trouble call from CITY that may result in the unit not providing the required chilled water within two hours (24/7).

8. WORK PERFORMED DURING BREAK DOWN

A. The VENDOR will dismantle and remove all equipment provided from SPD site at the sole expense of the VENDOR, including transportation costs, temporary fence removal, electrical and mechanical disconnections etc.

B. All disconnection work and removal of equipment from CITY equipment is to be coordinated with CITY.

C. Items above will be disconnected and restored to a condition accepted by the CITY to restore full operation of the SPD Chilled Water System.

D. The equipment shall be removed within 72 hours of notification by the CITY and the site restored within five business days.

END OF SECTION

SECTION IV: PROPOSAL REQUIREMENTS

1. TECHNICAL PROPOSAL

- A. The following items shall be included in the Technical Proposal. The Proposal should be organized by the same letter and title heading sections as listed as follows:
1. Transmittal Letter
 - a. Each proposal shall include a binding transmittal letter signed by a party authorized to obligate the VENDOR (and respective team members) to perform the commitments included in the proposal (two pages maximum).
 - b. If a team of firms is submitting the proposal, then the proposal must clearly identify the lead or prime member of the team as the VENDOR.
 - c. The letter must also identify the contact person for future communications and the person responsible for future negotiations with the CITY if selected.
 - d. The letter should commit the VENDOR to meeting the RFP goals and objectives, as well as a statement agreeing to comply with all relevant governing bodies' rules and regulations if awarded the contract.
 - e. The letter must state a minimum 180-day validity period of the proposal opening date.
 2. Summary of VENDOR Offer
 - a. The Summary should be no longer than ten pages and can reference other sections of the proposal.
 - b. Include a narrative summary of the VENDOR'S project team: Prime VENDOR, Sub-Vendors' and Consultants.
 - c. Include a narrative summary of the VENDOR'S qualifications, experience, and expertise with projects of similar scope as described in this RFP.
 - d. Include a full description of the proposed chilled water system components, size, type, configuration, method of transport capacity to be provided in response to this RFP.
 - e. Include a full description of the proposed services to be provided for the assessment, design, and development of design document with specifications for the construction of system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
 - f. Include a full description of the proposed services to be provided for the construction of system modifications recommended following the assessment and required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
 - g. Include a full description of the proposed services to provide labor, materials, equipment, transport, operation and maintenance to provide On Call Emergency Chilled Water Services – Police Department Headquarters within 48 hours of notification from the CITY.
 3. Qualification of VENDOR (Prime)
 - a. Proposals must provide information that clearly demonstrates the ability of the VENDOR and the proposed team to fully deliver the Scope of Services called for in this RFP.
 - b. Proposals shall include a brief description of at least three recent past projects/programs that are similar in nature as those expected to result from this RFP for the VENDOR and Project Team. The description for each project/program should include:

- (1). Project name;
- (2). Location;
- (3). Year completed;
- (4). Name of client contact, address and direct email & phone number;
- (5). Brief description of the project

4. Qualifications of Project Team (Subcontractors)

a. If a team of firms submits the proposal, then the following information shall be supplied for each team member or subcontractors:

- (1).Name of firm and the name of the local representative;
- (2).Roles and responsibilities of each team member, and the relationship between the team members

5. References VENDOR (Prime)

a. Proposals must provide information for references from clients the VENDOR has provided the Scope of Services called for in this RFP.

b. References are to be provide for projects or services within the least three years for projects/programs that are similar in nature as those expected to result from this RFP for the VENDOR and Project Team to include:

- (1).Project name;
- (2).Location:
- (3).Year completed;
- (4).Name of client contact, address and direct email & phone number;
- (5).Brief description of the project

6. Litigation

a. Indicate whether the VENDOR or any team member or any officers or principals have been party to any lawsuit involving the performance of any equipment it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits.

2. PRICE PROPOSAL

A. To be considered responsive, the VENDOR replying to this RFP/Solicitation must use the forms supplied in SECTION VI: PRICE PROPOSAL and include completed documents in the bid proposal: PRICE PROPOSAL, BID VALIDATION, EXCEPTIONS AND ADDENDA, OWNERSHIP DISCLOSURE, VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID and NON-COLLUSIVE AFFIDAVIT.

B. VENDORS shall provide pricing for three services:

1. Cost for the assessment, design and preparation of design specification documents for the construction of system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
2. Cost to construct the recommended system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.
3. Cost for the on call services to provide labor, materials, equipment, transport, operation, and maintenance to provide On Call Emergency Chilled Water Services- Police Department Headquarters within 48 hours of notification from the City.

C. VENDORS can provide attachments to the SECTION VI: PRICE PROPOSAL for VENDOR'S Option Bid with a note referring to all attachments. Prices must be submitted in a format which can be easily evaluated. Be sure the Evaluation Committee can understand the prices shown. The decision to accept or reject "Alternative Pricing" will be final and at the sole discretion of the CITY.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

1. EVALUATION AND SELECTION COMMITTEE

- A. An Evaluation and Selection Committee will be selected to review and rate the Proposals.
- B. The Evaluation and Selection Committee may request additional technical assistance from any source.
- C. All VENDORS are advised that in the event of a receipt of adequate number of Proposal documents which, in the opinion of the Evaluation Committee, require no clarification and/or supplementary information, such Proposal documents may be evaluated without discussion. Hence, Proposal documents should be initially submitted on the most complete and favorable terms which the VENDOR is capable of offering to the CITY.

2. EVALUATION CRITERIA

- A. The Evaluation and Selection Committee will examine and evaluate each Proposal according to a uniform set of criteria consisting of the following categories:

<u>Weighting Factor</u>	<u>Criterion</u>
20%	<u>VENDOR Offer</u> – Assessment Services
20%	<u>VENDOR Offer</u> – Construction Services
20%	<u>VENDOR Offer</u> – <u>On Call Emergency Chilled Water Services</u> – <u>Police Department Headquarters</u> within 48 hours of notification from the CITY.
15%	Expertise, experience and qualifications of the Vendor, its personnel and proposed subcontractors as related to the Scope of Services, and demonstrated understanding of the Scope of Services.
15%	Vendor's resources and capability to meet the requirements of this solicitation.
10%	<u>References VENDOR (Prime)</u>
5% (Bonus)	Interview (if requested)
5% (Bonus)	Review and evaluation of "best and final" technical and price proposals. (if required)

- B. Include a representative sample of your firm's contract agreement. Be advised that should it conflict with the terms & conditions of this solicitation, the VENDOR's proposal is subject to being deemed non-responsive and ineligible for award.
- C. The CITY reserves the right to reject any bid if the evidence submitted by a VENDOR, or from the investigation of such VENDOR, fails to satisfy CITY that such VENDOR is qualified to perform the obligations of the contract.

D. By submission of its proposal the VENDOR agrees to the terms and conditions of this solicitation. The CITY reserves the right to consider non-responsive and to render ineligible for award VENDORS that take exemption to these terms and conditions.

3. FINAL RANKING AND SELECTION

A. The Evaluation and Selection Committee will make recommendations for the award of the contract to the VENDOR whose Proposal is determined to be the most advantageous considering both qualification, technical, and price factors.

B. The final selection of the VENDOR shall be at the sole discretion of the CITY and in the best interest of the CITY.

C. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

**THIS AND PRECEDING SECTIONS DO NOT NEED
TO BE RETURNED WITH SUBMITTAL.**

END OF SECTION

SECTION VI: PRICE PROPOSAL

PURCHASING DEPARTMENT
125 N. Division Street, Room 104
Salisbury, MD 21801

RFP 10-17 On Call Emergency Chilled Water Services

To be considered responsive to this request, VENDORS are required to submit prices on this form. THIS IS A MANDATORY PRICING REQUIREMENT. To be considered responsive, the VENDOR replying to this RFP/Solicitation must use the forms supplied include completed documents in the bid proposal: PRICE PROPOSAL, BID VALIDATION, EXCEPTIONS AND ADDENDA OWNERSHIP DISCLOSURE FORM, VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID and NON-COLLUSIVE AFFIDAVIT.

VENDORS shall provide pricing for the following services:

BASE BID ONE: Cost for the assessment, design, and preparation of design documents to include specification documents for the construction of system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency.

Price Breakdown for services requested:

Item	Description	Unit of Measure	Price
101.	Labor Costs	Lump Sum	\$

Item 101: _____
(Written)

BASE BID TWO: VENDORS shall provide a price estimated for the cost to construct the recommended system modifications required for connections to the chiller and cooling tower system in order to facilitate a speedy connection in the event of an emergency. The estimate is for information to provide guidance to the CITY.

Item	Description	Unit of Measure	Price
102.	Estimated costs associated with all required connections to the chiller and cooling tower.	Lump Sum	\$

Total Item 102: _____
(Written)

BASE BID THREE: Cost for the on call services to provide labor, materials, equipment, transport, operation, and maintenance to provide **On Call Emergency Chilled Water Services – Police Department Headquarters** within 48 hours of notification from the CITY.

Price Breakdown for services requested:

Item	Description	Total Price
103.	Full Cost for all services for first week of operation from time of Arrival to SPD. (Seven Days)	\$
104.	Full Cost for all services for second week of operation from startup week and each consecutive week thereafter (Seven Day Increments)	\$
Total Price		\$

Total Item 103: _____
(Written)

Total Item 104: _____
(Written)

Total Items 103-104: _____
(Written)

VENDORS MUST SIGN PROPER SPACE BELOW TO VALIDATE BID: (Required)

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices listed on the Price Proposal Sheet and the items on the attached sheet(s).

Company (Print)

Federal I.D. Number _____

Signature of Authorized Representative

Date Submitted _____

Name of Authorized Representative (Print)

Title

Direct Telephone Number

List attachment documents included as reference for VENDOR'S Option BID

BID VALIDATION

PRIME VENDOR MUST SIGN PROPER SPACE BELOW TO VALIDATE BID

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices listed on Bid Sheet Form, and the items on the attached sheet(s).

Company Name: _____

Authorized Representative Signature: _____

Name of Authorized Representative: _____

Title: _____

Address: _____

Email: _____

Telephone Number: _____

Facsimile Number: _____

Federal I.D. Number: _____

Date Submitted: _____

PRIME VENDOR designated contact person who is available to answer questions after the submission of Bid.
Contact Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____
Facsimile Number: _____

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

Print Name

Signature

OWNERSHIP DISCLOSURE FORM

COMPANY NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (Title)

and the duly authorized representative of the Vendor of _____
(Name of corporation)

whose address is

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, and the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Print Name

Title

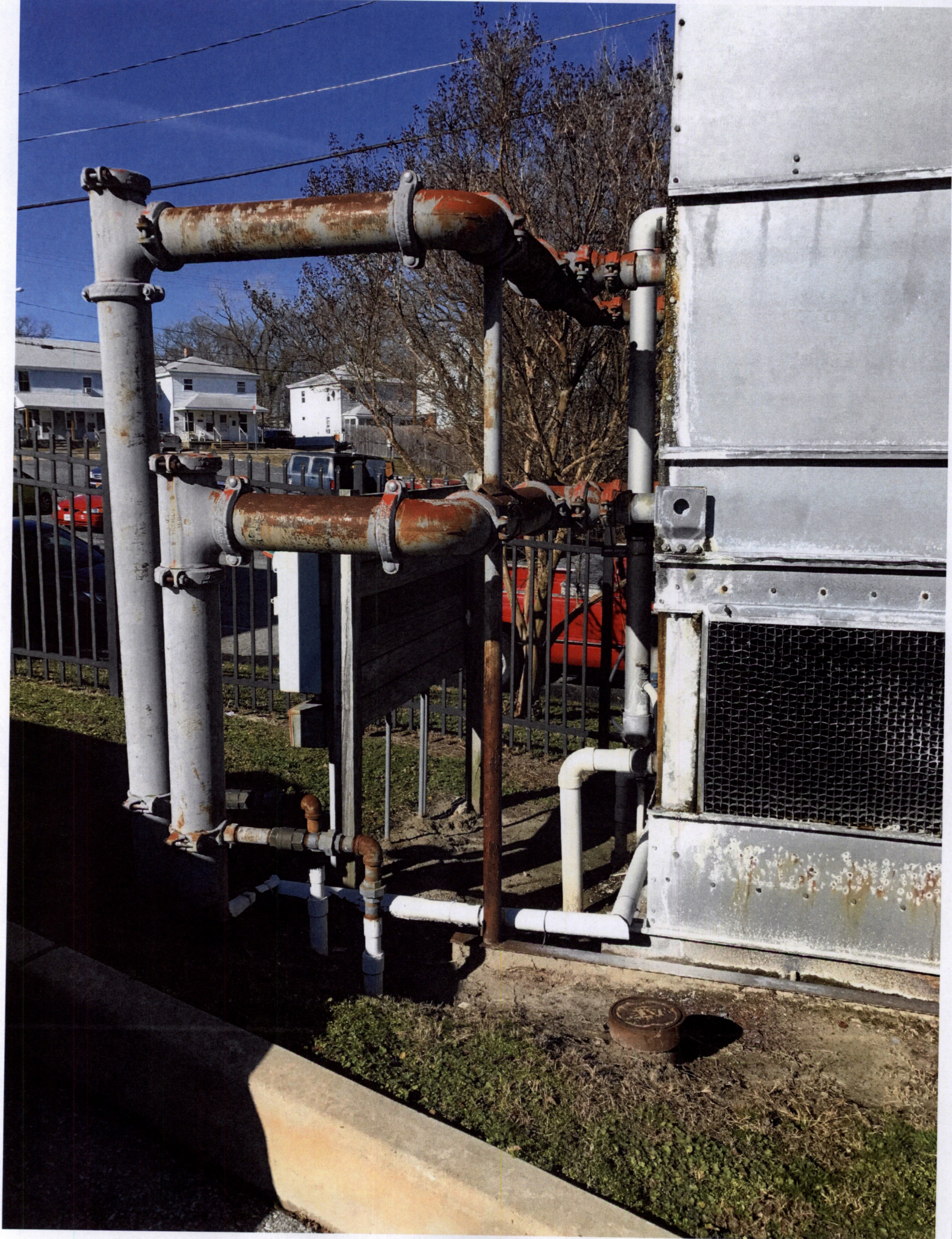
Signature

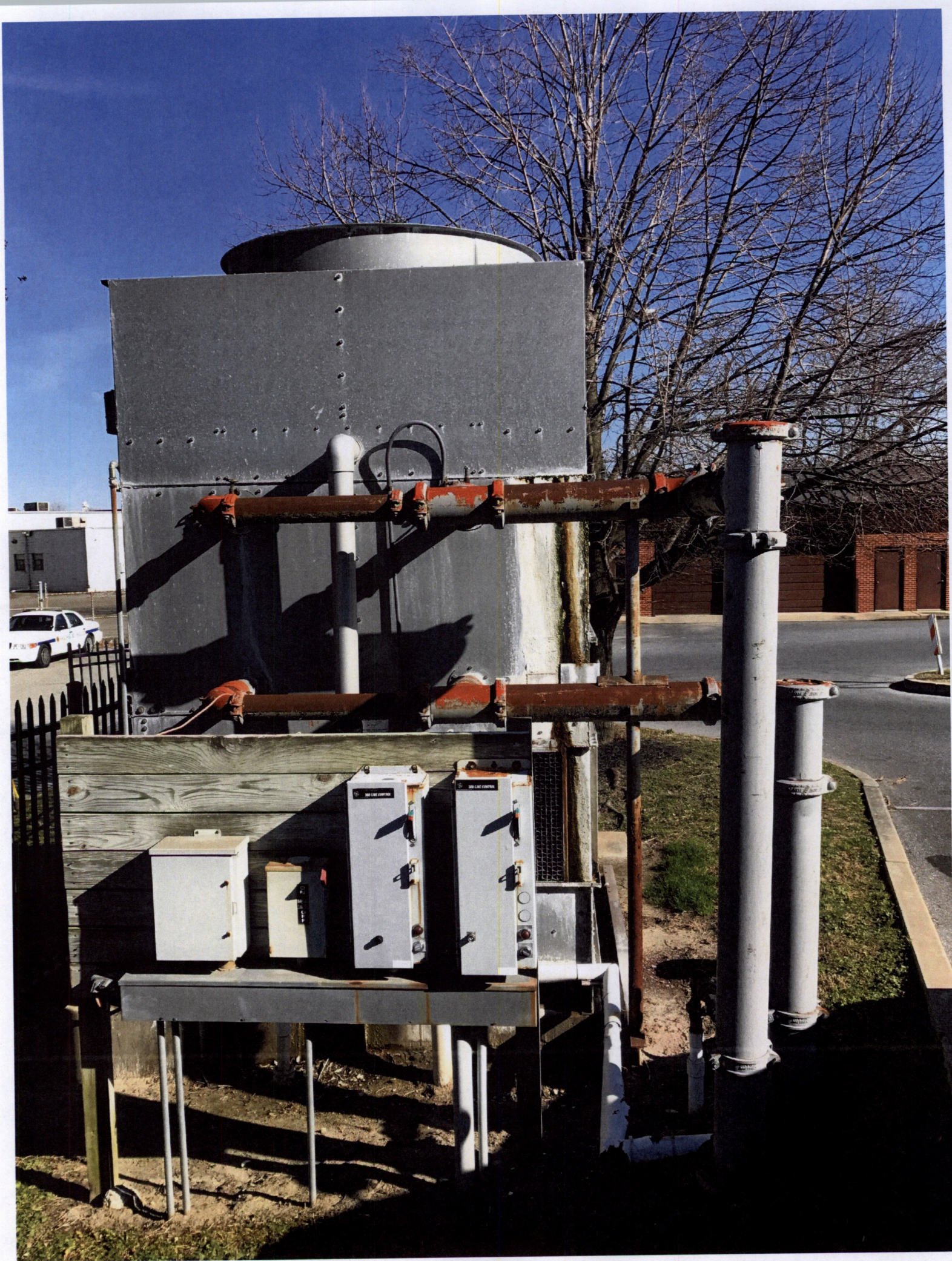
Signed, sealed and delivered in the presence of:

Witness (Print Name)

Witness (Signature)













3095K160 0513842 E05
010-00024P
MOTORPUMP 37E STANDARD FITTED
4 X 3 BN-CARB CM SEAL
5.25 IMP DIAMETER
2 HP TEF6 1750 RPM
3/60/208-230/460V

EVAPCO INC WESTMINSTER MD
410-756-2600 FAX 756-6450

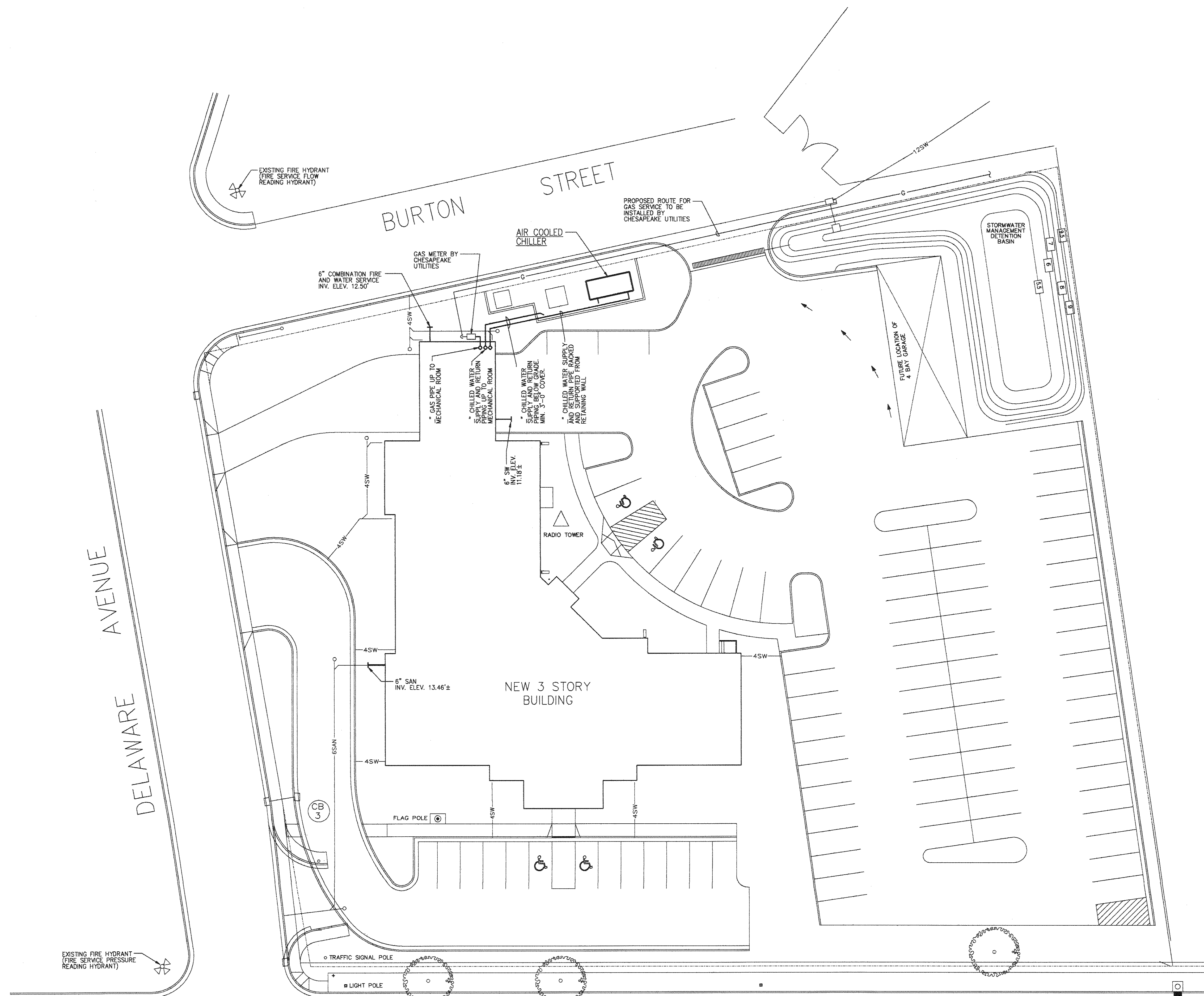






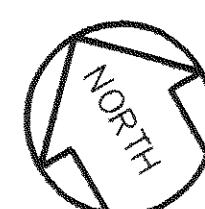






MECHANICAL SYMBOLS AND ABBREVIATIONS	
— SAN — SOIL, WASTE, OR SANITARY PIPE; SAN	— SQUARE TO ROUND TRANSITION
— AR — ACID RESISTANT SANITARY PIPE; AR SAN	— INCLINED DROP IN DIRECTION OF ARROW
— GI — GREASE INTERCEPTOR SANITARY PIPE; GI SAN	— INCLINED RISE IN DIRECTION OF ARROW
— SW — STORM WATER PIPE; SW	— FLEXIBLE CONNECTION (DUCTWORK)
— OI — OIL INTERCEPTOR STORM WATER PIPE; OI SW	— ROUND FLEXIBLE DUCT
— DT — FOUNDATION DRAIN TILE	— ROUND STRAIGHT DUCT TAP FITTING WITH MANUAL VOLUME DAMPER CONNECTING TO RECTANGULAR DUCT
— D — CONDENSATE DRAIN PIPE; D	— ROUND CONICAL DUCT TAP FITTING WITH MANUAL VOLUME DAMPER CONNECTING TO RECTANGULAR DUCT
— VP — VENT PIPE; VP	— ROUND CONICAL DUCT TAP FITTING CONNECTING TO RECTANGULAR DUCT
— AR — ACID RESISTANT VENT PIPE	— RECTANGULAR 45 DEGREE DUCT TAP FITTING
— CW — DOMESTIC COLD WATER PIPE; CW	— INDICATES CONTINUATION ON SANITARY RISER DIAGRAM (X DENOTES RISER DIAGRAM)
— HW — DOMESTIC HOT WATER PIPE; HW	— INDICATES PIPING DIAGRAM
— TW — DOMESTIC TEMPERED WATER PIPE; TW	— DETAIL OR DIAGRAM NO. 3 SHOWN ON DRAWING NO. 9
— S — SPRINKLER SUPPLY PIPE; S	— SECTION NO. 3 FROM DRAWING NO. 7 SHOWN ON DRAWING NO. 9 (ARROW DENOTES SECTION)
— F — FIRE LINE PIPE; F	— STATIC PRESSURE SENSOR
— G — GAS PIPE; G	— EMERGENCY FAN DISCONNECT SWITCH
— CS — CHILLED WATER SUPPLY PIPE; CS	— THERMOSTAT: "G" INDICATES GUARD; "N" INDICATES NIGHT; "E" INDICATES ELECTRIC; "EM" INDICATES EMERGENCY THERMOSTAT
— CR — CHILLED WATER RETURN PIPE; CR	— HUMIDISTAT
— CDS — CONDENSER WATER SUPPLY PIPE; CDS	— POINT OF CONNECTION, NEW TO EXISTING INDICATES ROUND DUCT
— CDR — CONDENSER WATER RETURN PIPE; CDR	— ACCESS DOOR
— HS — HEATING WATER SUPPLY PIPE; HS	— ACOUSTICALLY LINED ALUMINUM
— HR — HEATING WATER RETURN PIPE; HR	— AUTOMATIC TEMPERATURE CONTROL
— HS(P) — HEATING WATER SUPPLY PIPE (PERIMETER SYSTEM)	— CUBIC FEET PER MINUTE
— HR(P) — HEATING WATER RETURN PIPE (PERIMETER SYSTEM)	— CAST IRON
— STM — LOW PRESSURE STEAM PIPE	— DRINKING FOUNTAIN
— SCR — STEAM CONDENSATE RETURN PIPE	— EXHAUST GRILLE
— SCR(P) — STEAM CONDENSATE RETURN PIPE (PUMPED)	— EXHAUST REGISTER
— CO — CLEANOUT; CO	— EXTERNAL STATIC PRESSURE
— BWV — BACK WATER VALVE; BWV	— EXHAUST
— FD — FLOOR DRAIN; FD; DECK DRAIN, DD	— FIRE DAMPER
— RD — ROOF DRAIN; RD	— FLAT ON BOTTOM
— WH — WALL HYDRANT; WH	— FLAT ON TOP
— HB — HOSE BIBB; HB	— FEET OF HEAD
— SC — FIRE DEPARTMENT CONNECTION (SIAMESE)	— GRILLE
— PH — PIPE CAP OR PLUG	— HORSEPOWER
— U — UNION	— THOUSAND BTU'S PER HOUR
— A — PIPE ANCHOR	— MANUAL VOLUME DAMPER
— G — PIPE GUIDE	— NORMALLY CLOSED
— SPLIT TILE — PIPE RUNNING IN SPLIT TILE	— NORMALLY OPEN
— FLEXIBLE CONNECTION (PIPING)	— OUTDOOR AIR
— EXPANSION JOINT; EJ	— OUTDOOR AIR INTAKE
— CONCENTRIC REDUCER	— OPEN END DUCT WITH 1/2" FRAMED WIRE MESH SCREEN
— ECCENTRIC REDUCER	— PRESSURE DROP
— FLOW DIRECTION ARROW	— PRESSURE RELIEF GRILLE
— STRAINER	— PRESSURE RELIEF VENTILATOR
— SHUT-OFF VALVE	— RETURN AIR
— VALVE IN VERTICAL PIPE	— REGISTER
— BALANCING VALVE; BV	— RETURN GRILLE
— GLOBE VALVE	— REFRIGERANT LIQUID
— INDICATING TYPE SHUT-OFF VALVE	— REVOLUTIONS PER MINUTE
— BUTTERFLY VALVE	— RETURN REGISTER
— GAS VALVE	— REFRIGERANT SUCTION
— 2-WAY AUTOMATIC TEMPERATURE CONTROL (ATC) VALVE	— SUPPLY AIR
— 3-WAY AUTOMATIC TEMPERATURE CONTROL (ATC) VALVE	— SUPPLY DIFFUSER
— PRESSURE REDUCING VALVE	— SUPPLY REGISTER
— PRESSURE RELIEF VALVE (NUMERALS INDICATE SETTING)	— SUPPLY GRILLE
— GAUGE COCK	— SMOKE DAMPER
— VACUUM BREAKER	— SHEET METAL
— AQUASTAT	— STATIC PRESSURE
— THERMOMETER (NUMERALS INDICATE GRADUATION RANGE)	— STATIC PRESSURE DROP
— PRESSURE GAUGE (NUMERALS INDICATE GRADUATION RANGE)	— STAINLESS STEEL
— FLOW METER FITTING (METER WHERE NOTED) (NUMERALS INDICATE FLOW REQUIRED)	— TRANSFER GRILLE
— AUTOMATIC AIR VENT; AAV	— TOTAL STATIC PRESSURE
— FLOW SWITCH	— TYPICAL
— CHECK VALVE; CV (ARROWHEAD INDICATES DIRECTION OF FLOW)	— VITRIFIED CLAY PIPE
— BACKFLOW PREVENTER	— VITRIFIED CLAY PIPE-EXTRA STRENGTH
— WATER HAMMER ARRESTER	— VENT THRU ROOF
— MOTOR	
— DUCT (SIZE IN INCHES, FIRST FIGURE SIDE SHOWN)	
— SUPPLY OR OUTDOOR AIR DUCT SECTION	
— RETURN OR EXHAUST AIR DUCT SECTION	
— ACOUSTICALLY LINED DUCT; A/L (DIMENSIONS SHOWN ARE SHEET METAL SIZE)	
— AUTOMATIC TEMPERATURE CONTROL (ATC) DAMPER	
— MANUAL VOLUME DAMPER; MVD	
— FIRE DAMPER; F/D	

SITE PLAN
SCALE: 1"=20'-0"



**NOT
FOR CONSTRUCTION**

REVISED FEBRUARY 8, 1995

**NEW POLICE FACILITY
FOR
CITY OF SALISBURY,
MARYLAND**

James Posey Associates, Inc.
Consulting Engineers
2921
Lind
Baltimore
Drive
Baltimore,
Maryland
21244-2647
(410)
265-6100

GMB
GEORGE, MILES & BUHR
ARCHITECTS & ENGINEERS
SALISBURY • BALTIMORE • LEWES

**SITE PLAN AND
SYMBOLS LIST**

DESIGN	SJH
DRAWN	SJH
CHECKED	WCH
JOB	94061
DATE	JAN. 27, 1995

MP-1

COMM. NO. 4075-94