

THE TOWN OF GLEN ECHO
REQUEST FOR BIDS
FOR REPLACING AIR CONDITIONING UNITS

Issued: June 22, 2022

Due: July 1, 2022

**PROPOSALS MUST BE RECEIVED
AT TOWN HALL IN HARD COPY
6106 Harvard Avenue
P.O. Box 598
Glen Echo, Maryland 20812
Attn: Town Manager Elizabeth Stickler**

**AND EMAILED TO
townhall@glenecho.org**

**NO LATER THAN
12 p.m. on Friday July 1, 2022**

RFP# 2022-3

TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS - REPLACING AIR CONDITIONING UNITS

I. INTRODUCTION

A. GENERAL INFORMATION

1. The Town of Glen Echo, a municipality in the state of Maryland, is requesting proposals from qualified firms to replace air conditioning units. We need a quote for:

An attic single speed air conditioner and air handler 3-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 2-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 4-ton system, 14 SEER.

Include:

- Labor and parts warranty
- Labor costs
- Any discounts you can provide
- How soon you can install and how long it will take
- Removal and disposal costs
- We prefer this work be completed by August 30, 2022

Note - The furnace is not being replaced.

2. **Inquiries.** Any inquiries concerning the Request for Bids should be addressed to Elizabeth Stickler, Town Manager. **Telephone number 301-320-4041.** Email address: townhall@glenecho.org. Should any amendment to the Bid Request Documents be necessary, copies of any amendments will be forwarded to all firms who have received bid package. The Town may distribute copies of this Request for Proposals to firms who have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

3. **Number and Form of Submissions.** Two (2) copies of a bid must be received in hard bound copy along with an electronic pdf copy by the **Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, Maryland 20812 by 12:00 p.m. on Friday July 1, 2022.** The electronic pdf copy must be provided to the Town at townhall@glenecho.org. Glen Echo reserves the right to reject any or all proposals submitted.

4. **Further Clarifications.** During the evaluation process, the Town reserves the right to request additional information or clarifications from bidders, or to allow correction of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

5. **Retention of Bids.** The Town reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

6. **Submission of a bid** indicates acceptance by the firm of the conditions contained in this *Request for Bid*. The Request for Bids and the selected firm's bid will be incorporated into the engagement agreement.

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7. Contract Award. The Contract will be awarded by the Mayor and Council. The award will be made to the qualified bidder who, in the determination of the Town officials, is the lowest responsible bidder, that best meets the needs of the Town.

8. Engagement letter. Following the contract award, an engagement agreement between the parties will be executed promptly in the form attached hereto.

9. Time Frame. The work needs to be completed by August 30 of 2022.

10. SUBCONTRACTING

Firms which intend to subcontract portions of the engagement must disclose that fact, and the name of the proposed subcontracting firms, in their proposal. Following the award of the paving contract, no additional subcontracting will be allowed without the express prior written consent of the Town.

II. NATURE OF THE SERVICES REQUESTED

A. GENERAL

The Town is soliciting the services of qualified firms replace AC units for the Town Hall. The successful bidder would be engaged for this service. The work is to be performed in accordance with the provisions contained in this Request for Bids 2022-3.

B. SCOPE OF WORK TO BE PERFORMED: See Below.

C. BID PROPOSAL SUBMISSION INFORMATION REQUIRED

Each bidder shall include the following information in their bid proposal:

- A transmittal letter introducing you or your firm and general approach to this work.
- Cost information, including rates and any additional expenses for undertaking this work.
- The qualifications of your company to perform the scope of work, including any equipment that would be used.
- Proof of liability insurance.
- The name(s) of the designated project manager(s).
- Two references with contact information.
- Proof of registration to do business in Maryland (Md. Code, Corps. Art. Sec. 7-201).
- Submission of non-collusion, non-conviction, and non-suspension/disbarment affidavits (Md. Code, State Finance and Procurement Art. Sec. 16-311(a) and (b)).

D. BACKGROUND

The municipality of the Town of Glen Echo is located in Montgomery County, has a population of approximately 273 residents and is comprised of 100 households (2010 Census).

TERMS AND CONDITIONS

1. Governing Law

**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – REPLACING AIR CONDITIONING UNITS**

Any contract awarded pursuant to this RFB shall be construed in accordance with the laws and regulations of the State of Maryland, and the Town. The Contractor must, without additional cost to the Town, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

2. All work shall be performed in accordance with a schedule approved by the Town. Work on any area or phase of the project shall not commence prior to approval by the Town and issuance of written notice to proceed. Work shall not stop for more than seven (7) consecutive calendar days, without the prior approval of the Town. The Town shall inspect ongoing and completed work and the contractor shall, at contractor's sole cost and expense, repair and remedy any work that does not conform to the project specifications and standards, in the discretion of the Town. Before a progress or final payment is made, contractor shall certify in writing that, in accordance with contractual arrangements, suppliers: (1) have been paid from the proceeds of previous progress payments; and (2) will be paid in a timely manner from the proceeds of the progress or final payment currently due.

III. PROPOSAL COST AND RESOURCES

1. Personnel:

Please identify the employee who will be in charge of the project:

2. Experience. State briefly your firm's previous experience.

Name of Firm

Address

Email Address

Telephone

**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – REPLACING AIR CONDITIONING UNITS**

Authorized Signature _____

Title _____

Date _____

3. References. List firm's references we may contact.

Submit to: Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, MD 20812 . Attn.: Elizabeth Stickler, Town Manager

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (this "Contract"), is made this ____ day of _____, 20__ by and between the Town of Glen Echo, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "Town," and _____, hereinafter referred to as the "Contractor," having an address at _____.

WITNESSETH:

WHEREAS, the Town desires to retain Contractor to provide professional services more particularly described in Exhibit 1 attached hereto and Contractor desires to perform said services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Contractor agrees to supply services described and be bound by the terms and conditions set forth in scope of work attached hereto and made a part hereof and identified as Exhibit 1 (the "Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.

2. **COMPENSATION.** The Contractor shall be paid in accordance with the Scope of Work based on time spent and billed in accordance with and subject to the limitations set forth in the Scope of Work. Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the Scope of Work. Invoices shall include a complete description of the services rendered by the Contractor, the dates services were rendered, and the time spent on the services rendered.

3. **DURATION.** This Contract shall be in effect from the 1st day of July, 2022, through and including the 1st day of December, 2022, unless extended or terminated as provided for herein.

4. **TIME FOR PERFORMANCE.** The work shall be completed by the deadlines set forth in the Scope of Work. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

5. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Town, nor shall any of the Contractor's employees or agents be subagents of the Town.

6. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town. Any request for consent to subcontract any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all

subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor.

7. **RECORDS AND DOCUMENTS.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Town. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, letters and reports prepared by the Contractor or its permitted subcontractors shall become the property of the Town.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class.

9. **INDEMNIFICATION OF THE TOWN.** The Contractor shall indemnify and save harmless the Town, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, breach or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Town in such amount as may be considered necessary by the Town until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Town.

10. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the Town.

11. **TERMINATION FOR CONVENIENCE.** The Town may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contract is terminated by the Town as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

12. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Town which may be withheld in the Town's sole and absolute discretion.

13. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The

Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

14. INSURANCE.

(a) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Town proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof. The policies shall provide at least 30 days' prior notice of cancellation to the Town.

(1) WORKERS' COMPENSATION covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) COMPREHENSIVE LIABILITY INSURANCE: (i) Bodily Injury for each occurrence \$2,000,000/\$3,000,000 aggregate; (ii) Property Damage for each occurrence \$1,000,000/\$2,000,000 aggregate; (iii) Professional Liability Coverage \$1,000,000/\$2,000,000 aggregate; and (iv) Automobile Combined Coverage - fleet operations for each occurrence \$2,000,000/\$3,000,000 aggregate.

(b) The Contractor shall also furnish to the Town a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Town.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Town arising out of such accidents shall be reported promptly to the Town Manager or other official designated by the Town Council.

15. AUTHORITY OF THE TOWN MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under this Contract shall be decided by the Town Manager who shall notify the Contractor in writing of his determination. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Town Manager shall be final and conclusive unless an appeal is filed with the Town Council.

16. ERRORS. The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.

17. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

18. NOTICES. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last address known. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid to the following:

TO TOWN: Town of Glen Echo
Attn: Elizabeth Stickler, Town Manager
6106 Harvard Avenue
Glen Echo, MD 20812

TO CONTRACTOR: _____

19. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein. This Contract may be modified only by written instrument signed by both parties hereto.

20. SEVERABILITY: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. NO WAIVER OF RIGHT: The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

22. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Town shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract as of the date first written above.

TOWN OF GLEN ECHO

By: _____

By: _____
Dia Costello, Mayor

Exhibit 1

Scope of work:

Replace:

An attic single speed air conditioner and air handler 3-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 2-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 4-ton system, 14 SEER.

Include:

- Labor and parts warranty
- Labor costs
- Any discounts you can provide
- How soon you can install and how long it will take
- Removal and disposal costs
- We prefer this work be completed by August 30, 2022

Note - The furnace is not being replaced.

C. Bid Sheet

List Pricing for each item specified below:

An attic single speed air conditioner and air handler 3-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 2-ton system, 14 SEER.

One single speed air conditioner and vertical evaporator coil 4-ton system, 14 SEER.

Include:

- Labor and parts warranty
- Labor costs
- Any discounts you can provide
- How soon you can install and how long it will take
- Removal and disposal costs
- We prefer this work be completed by August 30, 2022

Note - The furnace is not being replaced.

Additional services and costs: _____

(attach additional sheets as necessary)

Bidder: _____

Signature: _____

(Print Name, Title)

Date: __

D. Non-Collusion Affidavit

I hereby affirm that:

I am the _____ (title) and duly authorized representative of the firm of _____ (name of Corporation) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. I am fully informed respecting the preparation and contents of the attached bid or and all of the pertinent circumstances respecting such bid:
2. Such bid is genuine and is not a collusive or sham bid:
3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **Town of Glen Echo** or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

Name of Firm: _____

Signature and Title: _____

Printed Name: _____

Date: _____

E. Affidavit of Non-Conviction

I hereby affirm that:

I am the _____ (title) and duly authorized representative of _____ (name of business entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any crime set forth in the Maryland Code, State Finance and Procurement Article, Sections 16-202 and 16-203, as amended, including but not limited to (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Maryland Code; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

2. State "none" or, as appropriate, list on a separate sheet 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 firm, and the sentence or disposition, if any. _____.

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a contract with the **Town of Glen Echo** under which a person or business

debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, State Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the **Town of Glen Echo** may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article, as amended, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the **Town of Glen Echo**.

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

Name of Business Entity: _____

Signature and Title: _____

Printed Name: _____

Date: _____