

January 29, 2010

CALVERT COUNTY GOVERNMENT

**MARINE MUSEUM DIVISION
MULTI-TEMP CHILLER
CCG PURCH RFQ 2010-062**

REQUEST FOR QUOTE

Calvert County Government's Marine Museum Division is soliciting written quotes for all material, equipment, machinery, apparatus, transportation and labor necessary to complete the service(s) to be performed and/or furnish the goods described in this Request for Quote. The successful Vendor warrants that all work performed shall conform to all applicable Federal, State and local laws and regulations. All material and/or equipment furnished shall be new, unused and shall be the same as the manufacturer's current production model unless specified by the County. The successful Vendor shall warranty all material and workmanship for a period of not less than one year after acceptance by the County. The successful Vendor agrees to promptly repair, replace or correct, at his expense, any materials or workmanship problems arising during the warranty period.

To be considered, your quote must be submitted on a copy of the Proposal Page, signed by a representative authorized to bind the Vendor in the matter, dated and must be received by the Calvert County Government Purchasing Office **prior to 2:30 p.m. on Friday, February 5, 2010.**

If you are interested in submitting a quote, please complete the Proposal Page and include any requested information. This information can be faxed to the Calvert County Purchasing Office at 410-414-3672 or e-mailed to Barbara Warner at warnerbj@co.cal.md.us.

**NOTE: ANY QUOTATIONS SENT TO ANY OFFICE BUT THE PURCHASING OFFICE
WILL NOT BE ACCEPTED.**

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require.

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

All pricing shall include all costs for this service including, but not limited to, labor, material, supervision, mileage, travel time, vehicle fuel, overhead, shipping, handling, and offloading.

Bidders are responsible for obtaining any addendums that may be issued by going to eMaryland Marketplace at <https://ebidmarketplace.com/> prior to submitting their proposal.

Prohibition Against Uniform Pricing

Calvert County shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

Award or Rejection of Bids

The Board of County Commissioners of Calvert County shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid provided the bid price is reasonable and it is in the best interest of the County to accept it. Calvert County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Calvert County reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the County to do so. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in position to perform the contract.

In determining the "most responsive, responsible bidder", in addition to considering price, the Commissioners or the official authorized official to contract for the county shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. Whether the bidder is in arrears to the county on any debt or contract, is in default on any surety to the county, or is delinquent as to any taxes or assessments; and

8. Any other information that may have a bearing on the decision to award the contract.

Indemnification

Nothing contained in the contract shall be construed to constitute the Contractor an agent of the County Commissioners. The Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the County in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require. Award shall be made to the lowest responsible and responsive vendor. If the vendor to whom an award is made shall fail to execute the contract, and as herein provided, the award may be annulled and the contract awarded to the second lowest responsible and responsive vendor, and such vendor shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Board of County Commissioners of Calvert County may reject all of the quotes, as its interests may require.

Any deviations from the specifications must be noted in detail by the vendor, in writing, and submitted with the proposal. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

Subletting of Contract or Assignment of Contract Funds

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of Calvert County. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Calvert County immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract.

Termination of Contract

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The County shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and/or completing the work.

Availability of Funds

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County reserves the right to terminate a contract immediately in the event funds are no longer available or have been exhausted. If the County must terminate a contract, Calvert County will attempt to give written notice at least 30 days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the contract.

Delivery Failures

Failures of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the County, or failure to make replacements of rejected articles when so requested, immediately or as directed by the County, shall constitute authority for the County to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

Non-Liability

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

Payment

Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Calvert County reserves the right

to withhold any or all payments or portions thereof for Contractors failure to perform in accordance with the provisions of the contract or any modifications thereto.

Disclosure of Contents of Proposals and Bids

Subject to the exception for confidential information noted below, after an award, all quotes shall be open to public inspection, and contents of a quote and any document submitted with the quote shall be open to public inspection.

However, Calvert County shall deny inspection of any part of a quote that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records - Required Denials). IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, the County disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a vendor as a result of the submission of restricted information, the Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with the County Government's need in the procurement process.

A vendor agrees to indemnify, protect and save harmless the Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

Cooperative Purchases

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the vendor and the requesting entity. The Board of County Commissioners of Calvert County assumes no obligation on behalf of any other public entity.

Any errors in computations will be corrected when the proposals are canvassed.

If you have any other questions, please contact the Calvert County Purchasing Office at 410-535-1600, extension 2522 (Barbara).

The results for this RFQ will be posted on the County's web site at www.co.cal.md.us.

**MARINE MUSEUM DIVISION
MULTI-TEMP CHILLER
CCG PURCH RFQ 2010-062
SPECIFICATIONS**

A. Purpose

Calvert County Government's Marine Museum Division is requesting price quotations from qualified Vendors to provide and deliver a Multi-Temp Chiller in accordance with these specifications.

B. Product Information

Aqua Logic Multi-Temp Chiller

- Quantity: One (1)
- Manufacturer: Aqua Logic
- Model: MT-1
- HP: 2
- BTU/KW Removal Capacity: 24,000
- Volts/Phase: 230-240/1Ø
- Amps RLA/LRA: 9/58
- Flow (gpm) Min/Max: 20/40
- Length: 41"
- Width: 29-1/2"
- Height: 53"
- Fresh or Salt Water Use
- Titanium Heat Exchanger
- Insulated Heat Exchanger
- Digital Temperature Controller in NEMA4 Enclosure
- Automatic Temperature Ranging
- Temperature Range Down to 40° F
- Water Flow Safety Switch

Option #1

- Low ambient air control to allow outside operation to 15° F ambient temperature
- Shall be installed by the manufacturer

****NO SUBSTITUTIONS****

C. Delivery

1. Delivery of product(s) shall be made within the specified time on the vendor's proposal page.
2. All bids submitted shall be F.O.B. Delivery Point in Calvert County, Maryland. Bidder bears freight charges. Vendor shall be responsible for offloading product(s).

3. Delivery shall be made in accordance with instructions on the Purchase Order. If there is a discrepancy between the purchase order and what is listed in this RFQ, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Purchasing Office.
4. Delivery shall NOT be made between the hours of 12:00 – 1:00 pm.
5. Vendor shall provide at least a 24-hour notice prior to delivery.

D. Delivery Location

Calvert County Government
MARINE MUSEUM
14150 Solomons Island Road
Solomons, Maryland 20688

E. Pricing

All pricing shall include all costs, including but not limited to, labor, equipment, supervision, overhead, fuel costs, mileage, shipping, handling, and offloading.

F. Contract Manager

The Contract Manager for this Contract shall be Kenny Kaumeyer, or his duly authorized representative.

G. Exceptions

Bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions, and specifications.

H. Billing and Payment

The successful bidder will be issued a purchase order(s) for work to be performed upon notification by the Contract Manger. Payment will be made after satisfactory completion of the work and submittal of invoice(s) to:

Calvert County Marine Museum
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

EACH INVOICE SHALL INCLUDE THE FOLLOWING INFORMATION:

1. Purchase order number;
2. Product descriptions;
3. Delivery date;
4. Contract price;
5. Payment terms; and
6. Remit to address.

Payment will be made for acceptable service within 30 days, more or less, of receipt of invoice.

"Satisfactory completion" includes final approval by the Contract Manager or his duly-authorized representative.

K. Non-Assignment of Contract

The contractor shall not assign the contract, or any portion thereof, except upon the written approval of the County Purchasing Officer.

M. Notice to Vendors

Before submitting a quote, each Vendor shall become fully informed as to the extent and character of the products required. No consideration will be granted for an alleged misunderstanding of the products to be furnished and delivered, it being understood that the submission of this quote is an agreement with all of the terms and conditions referred to herein.

Should there be any omissions and/or unclear conditions or specifications, it shall be the responsibility of the Vendor to clarify such items with the County before submitting a quote.

N. SPECIAL PROVISIONS

1. Calvert County reserves the right to inspect any product(s) delivered for compliance with specifications. The Vendor will immediately remove from the site any product that does not meet specifications.
2. Contractor will be required to notify the Purchasing Office in the event of unforeseen delay in delivery.

**MARINE MUSEUM DIVISION
MULTI-TEMP CHILLER
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PROPOSAL

I/We propose to furnish all labor, equipment, materials, and supervision necessary to provide and deliver a Self-Contained Reach-In Freezer in accordance with specifications.

<u>DESCRIPTION</u>	<u>TOTAL PRICE*</u>
<u>**NO SUBSTITUTIONS**</u>	
Aqua Logic Multi-Temp Chiller Air Cooled – Model MT-1	\$ _____
<u>Option #1</u> Low ambient air control (Manufacturer installed)	\$ _____
Shipping, handling, and off-loading	\$ _____
TOTAL	\$ _____

(* Includes all charges as per pages 1, 6, and 7.)

DELIVERY SHALL BE MADE WITHIN _____ AFTER RECEIPT OF PURCHASE ORDER.

PRICE (S) SHALL REMAIN FIRM FOR A PERIOD OF _____ FROM DATE OF AWARD.

DOES YOUR COMPANY ACCEPT PURCHASE ORDERS? _____ YES _____ NO

Bidding Firm: _____ Date: _____

Authorized Signature: _____

VENDOR NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE OF AGENT: _____

PRINTED NAME OF AGENT: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: _____

DATE: _____

VENDOR QUALIFICATION INFORMATION: List at least three (3) business references for which your firm has provided the commodity requested for at least one (1) full year. If your company has provided a service or commodity for Calvert County Government in the past, this section does not need to be completed.

1. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

2. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

3. Company: _____
Address: _____
Contact Person: _____
Telephone: _____

Specify the number of years your firm has been in business providing the requested commodity:
