Allegany College of Maryland
Request for Proposals
Allied Health Air Handler Replacement

Allegany College of Maryland requests proposals to remove old Air Handlers on Allied Health Building and to upgrade the system with new Air Handlers.

Prospective bidders should direct questions about the specifications to Adam Phipps, Maintenance Director, at 301-784-5262, or aphipps@allegany.edu

DESCRIPTION OF WORK TO BE PERFORMED: *Per Specifications*

1. Demolition of the existing Roof Mounted Air Handling Units and glycol circulation pumps for direct replacement.

2. Furnish and install new Roof Mounted Air Handling Units to directly replace the existing AHUs. The new AHUs will be complete with hot water heating coils, chilled water coils, supply air fans, MERV 13 filters, air stream UVGI lights and have new controls tied into the campus ATC system.

3. Furnish and install new glycol circulation pumps to replace the existing. The new pumps will be inline circulators and the supply and return piping feeding each pump will need modified from the current orientation feeding the existing base-mounted pumps.

4. Under Add-Alternate H-1 replace all existing pneumatically controlled VAV terminals with new electrically controlled VAVs.

ADDITIONAL INFORMATION:

Pre-bid Meeting:
* A mandatory pre-bid meeting is scheduled for Wednesday, August 17th, 2022 at 11:00 AM in the Technologies Building, Room 118.
Allegany College of Maryland
12401 Willowbrook Road
Cumberland, MD 21502

Sealed bids in duplicate should be delivered to:

Allied Health Air Handler Replacement
Sherry Buffenmeyer – Director of Fiscal Affairs
College Center – Room 166/67
Allegany College of Maryland
12401 Willowbrook Road
Cumberland, MD 21502
All bids must be received by Thursday, September 1st, 2022 by 3:00 PM.

*Bids should include a proposed project schedule including:

- Start Date
- Projected Tasks + Description of Weekly Tasks
- Estimated Substantial Completion Date

An installation timeframe for the month of July would be preferable, but due to supply chain issues and constraints the College would be willing to consider alternatives.

Award of the bid will be at a later date after an analysis of all proposals. Allegany College of Maryland reserves the right to reject any or all proposals and request other proposals. Allegany College of Maryland reserves the right to accept any proposal it feels is in the best interest of the college.
AGREEMENT

THIS AGREEMENT, made this ___ day _____________ of 2022, by and between the Allegany College of Maryland, hereinafter called "OWNER" and ____________________________ doing business as [an individual,] or [a partnership], or [a corporation] hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements

hereinafter mentioned:

1. The CONTRACTOR will commence and complete the ____________________________

2. The CONTRACTOR will furnish and deliver the equipment and other services necessary for the completion of the PROJECT described herein.

3. The CONTRACTOR will commence with the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within __________ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of ____________________________

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) Advertisement for BIDS
   (B) Information for BIDDERS
   (C) BID Proposal
   (D) Affidavit of Qualification to Bid
   (E) Agreement
   (F) Performance Bond
   (G) Payment Bond
   (H) Notice of Award
6. The OWNER will pay to the CONTRACTOR in the manner of monthly payments. Payments will be made based on the percentage of completion from the schedule of values.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in (TWO (2) ) each of which shall be deemed an original on the date first above written.
OWNER:

Allegany College of Maryland

BY ________________________________

NAME____________________________

TITLE____________________________

(SEAL)

ATTEST:

______________________________

Name ____________________________

(Please type)

Title ____________________________

CONTRACTOR:

______________________________

BY ______________________________

Name ____________________________

(Please Type)

Address________________________

______________________________

(SEAL)

ATTEST:

______________________________

Name ____________________________

(Please Type)

Title ____________________________
BID

Proposal of ________________________________ (hereinafter called “BIDDER”), organized and existing under the laws of the State of ________________ doing business as ________________________________*. To the Allegany College of Maryland, 12401 Willowbrook Road, SE, Cumberland, MD, 21502 (hereinafter called “OWNER”).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of Allied Health Air Handler Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert “a corporation”, “a partnership”, or “an individual” as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with Owner in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for 60 days after the day of the bid opening. Bidder will sign the agreement and submit any other documents required by the contract documents within fifteen (15) days after the issue date of Owner’s Notice of Award.

3. In submitting this bid, bidder represents, as more fully set forth in the Bidding Documents That:

   a. Bidder has examined copies of all the contract documents and of the following addenda:

      Addendum Number _______________ Dated _______________
      Addendum Number _______________ Dated _______________
Addendum Number Dated ________________________________

Addendum Number Dated ________________________________

Addendum Number Dated ________________________________

(receipt of all which is hereby acknowledged) and also copies of the bidding requirements including or Invitation to Bid and the Instructions to Bidders;

b. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the work; and has made such independent investigations as Bidder deems necessary;

c. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner

4. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by East Hills Engineering and Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the work according to the requirements of the Procurement and Contracting Documents will complete the work for the following price(s), which excludes sales tax on material permanently incorporated into the work, as indicated in the conditions of the contract.

    Base Bid: ($________________________), ________________________________
                  (figure) (use words)

5. ADD ALTERNATES

A.   ADD Alternate H-1:

    ADD the sum of ($________________________), ________________________________
                  (figure) (use words)

6. COMPLETION OF THE WORK

The “Representative Construction Schedule” included with the bid documents includes ___ total cumulative calendar days on-site between a proposed construction start of ____, 2022 and a proposed construction completion date of ____, 2022. The Bidders are hereby required to submit a brief narrative of how they propose to phase construction within a ___ to ___-month construction period and provide an estimated total number of cumulative calendar days.
Bidder agrees that the work will proceed and be substantially completed in the following timeframe from the receipt of a Notice-to-Proceed from the Owner or the issuance of the building permit, whichever occurs later.

Total Number of Days On-Site from Notice-to-Proceed to Date of Substantial Completion:

______________________________.

Date of Substantial Completion: ________________________________________

Use the space provided below to provide additional details about the expected lead time(s) for equipment. Also, provide a breakdown of the various phases of the project including how much time is estimated to be needed for each phase:
7. The terms used in this bid are defined in the conditions of the contract included as part of the contract Documents.

Respectfully Submitted:

____________________________________  _____________________________________
Signature                                                  Address

____________________________________
Title                                                  Date

____________________________________  ________________________________
Phone No.                                                  Fax No.

____________________________________
License No. (if applicable)                     Email Address

____________________________________
SEAL (if BID is by a corporation)
AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the __________________________ and the duly (Title)
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.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any 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 of 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 the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (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 firm, and the sentence or disposition, if any.)

_____________________________________________________

_____________________________________________________

_____________________________________________________
I acknowledge that this affidavit is to be furnished to the Allegany College of Maryland and, where appropriate, to the Board of Public Works and to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in the affidavit are not true and correct, the Allegany College of Maryland 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 sub-divisions.

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

(Signature)

(Date)
KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a (Corporation, Partnership, or Individual), hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The Allegany College of Maryland

12401 Willowbrook Road, Cumberland, MD 21502.

hereinafter called OWNER, in the penal sum of

Dollars, $( )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of , 2022, a copy of which is hereto attached and made a part hereof for the construction of:


NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, convenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \textit{two (2)} counterparts, each one which shall be deemed an original, this the \underline{\text{_______________}} day of \underline{_______}, 2022.

ATTEST: \\
\underline{\text{Principal}}

\underline{(Principal) Secretary}

\underline{(SEAL)}

\underline{(Witness as to Principal)}

\underline{(Address)}

\underline{(Address)}

\underline{(Surety)}

ATTEST: \\
\underline{By \underline{\text{_______________}} (S)}

\underline{(Surety) Secretary}

\underline{(SEAL)}

\underline{By \underline{\text{_______________}}}

\underline{Witness as to Surety}

\underline{(Address)}

\underline{(Address)}

\underline{By \underline{\text{_______________}}} \underline{\text{Attorney-in-Fact}}

\underline{Note: Date of BOND must not be prior to date of Contract.}

\underline{If CONTRACTOR is Partnership, all partners should execute BOND.}
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_________________________________________

(Name of Contractor)

_________________________________________

(Address of Contractor)

a ________________________________________, hereinafter called Principal,

and ________________________________________, (Name of surety)

(address of surety)

hereinafter called Surety, are held and firmly bound unto

_________________________________________

The Allegany College of Maryland

(Name of Owner)

_________________________________________

12401 Willowbrook Road, Cumberland, MD 21502

(Address of Owner)

hereinafter called OWNER, in the penal sum of ____________________________

__________________________ Dollars, $( ___________ )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ________ day of _________________ 2022, a copy of which is hereto attached and made a part hereof for the construction of:

_________________________________________

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for and performing labor in the prosecution of the WORK provided for in such contract, And any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said

Payment Bond: Page 1 of 2
WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.
Provided further, that said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided further, that no final settlement between the owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in two (2) counterparts, each one which shall be deemed an original, this the _______ day of ________________, 2021.

Attest: ____________________________________________

Principal

__________________________________

(Principal) Secretary

By _____________________________ (S)

(SEAL)

____________________________________

(Address)

(Witness as to Principal)

________________________________

(Address)

________________________________

(Address)

Surety

Attest: _______________________________________

By ________________

Attorney-in-Fact

Witness as to Surety

________________________________

(Address)

________________________________

(Address)

Note: Date of bond must not be prior to date of contract. If contractor is partnership, all partners should execute bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.
NOTICE OF AWARD

To: ____________________________

________________________________

________________________________

PROJECT Description: ____________________________

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT for Bids dated __________________ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $__________________________.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance bond, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture to your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of ______________, 2022.

Allegany College of Maryland
Owner

By ____________________________
Title__________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by ____________________________,
this the ______________________ day of ______________, 2021.

By ____________________________
Title__________________________
NOTICE TO PROCEED

TO: __________________________

______________

______________

DATE: _____________

Project: _____________

You are hereby notified to commence WORK in accordance with the AGREEMENT dated ______, 2022, on or after _____________, 2022 and you are to complete work within ____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore ________________.

Allegany College of Maryland

By: __________________________

Title: __________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

Is hereby acknowledged by:

______________________________

this the _________________________, day of

______________________________

By: __________________________

Title: __________________________