

**CITY OF ANNAPOLIS
REQUEST FOR PROPOSAL**

ADMINISTRATIVE INFORMATION

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- A. All proposals are to be submitted on and in accordance with forms provided by the Central Purchasing Office. **One original (marked as such) and four (4) copies** of the proposals are to be submitted in sealed envelopes or carton, as appropriate. Bidder must clearly identify the proposals on each envelope or package. All proposals must be **submitted to the Central Purchasing Office, 145 Gorman Street, Floor 2R, Annapolis, Maryland 21401** prior to the scheduled time for the Bid Opening. Late proposals will not be accepted.
- B. Any Bidder finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feeling that the specifications are discriminatory, shall notify the City Procurement Officer in writing not less than 5 business days prior to the scheduled opening of proposals. Exceptions stated do not obligate the City to change the specifications. The City Procurement Officer will notify all Bidders in writing, by addendum, of any substantial revisions to specifications or instructions.
- C. Additional information or clarification of any instruction or information contained herein may be obtained from the Central Purchasing Office. The City of Annapolis will not be responsible for bidders adjusting their bids based on oral instructions by any member of the city staff or by the City's contracted consultant or agent. Bids deviating from the specifications contained herein by any means other than an authorized addendum by the Purchasing Office will be subject to rejection. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Central Purchasing Office.
- D. Each proposal shall be accompanied by a notarized affidavit (non-collusion oath) executed by the Bidder, or in case the Bidder is a corporation, by a duly authorized representative of said corporation. Each Bidder shall also execute and submit with his proposal a notarized affidavit with respect to bribery on the form attached.
- E. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the Terms and Conditions therein.

2. AWARD OF CONTRACT

The contract shall be awarded to a responsible and responsive contractor offering the best value, as determined by the City Procurement Officer. Factors, other than price, shall be considered in making the contract award.

An evaluation committee will judge the merit of proposals received in accordance with the criteria defined herein.

Failure of the proposer to provide in their submission any information requested in this RFP may result in disqualification of the proposal. It is the sole responsibility of the proposing individual or firm to provide all required information as identified in this RFP.

During the evaluation process, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, however, proposals may be accepted without such discussions.

3. RESERVATIONS

- A. The City Procurement Officer reserves the right to reject any or all proposals or parts of proposals, and waive informalities or technicalities in proposals as the interest of the City may require.
- B. The City Procurement Officer reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in his judgement, be in the best interest of the City.
- C. The City Procurement Officer may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair to the City.
- D. The City further reserves the right to make such investigation as it deems necessary to determine the ability of offerors to furnish the required services, and offerors shall furnish all such information for this purpose as the City may request. The City also reserves the right to reject the proposal of any offeror who is not currently in a position to perform contract, or who has previously failed to perform similar contracts properly, or in a timely manner.
- E. This RFP creates no obligation on the part of the City to award a contract or to compensate offerors for proposal preparation expenses. All costs to prepare and submit a response to this RFP shall be borne by the proposer. The City reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.
- F. The City reserves the right to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The City reserves the right to cancel this RFP, in whole or in part, as deemed necessary.

4. AMMENDMENTS TO RFP

In the event that revisions are made to any portion of this RFP, addenda will be provided to all proposers who received the original RFP and are registered on the Bidders List for this solicitation. Firms or individuals that did not receive the original RFP directly from the City must furnish appropriate company data and contact information to the Procurement Officer in order to receive any addenda to this RFP.

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged in one of the following manners:

1. Copies of all addenda must be attached to the bid submission
OR
2. The appropriate addenda is acknowledged on the bid form.

Failure to indicate receipt of addenda may result in rejection of bid as non-responsive.

5. SUBCONTRACTORS

If, at the time of bidding, any Bidder intends to subcontract any portion of this contract, the Bidder must state the extent of such subcontracting on a separate sheet attached to the bid submission. The Bidder shall submit a list of subcontractors, including name, address, telephone number and business license number, within five (5) days upon request of the City.

The Contractor shall not enter into any subcontract for any material, service or item specified in this Invitation for Bid without prior written approval from the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this contract rests with the prime Contractor.

6. DELIVERY

- A. Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in the specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.
- B. The Procurement Officer reserves the right to charge the contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Procurement Officer, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise charged to the contractor.

- C. All bidders and successful vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
- D. All materials, supplies and/or services delivered or performed for the City of Annapolis shall be subject to final inspection by the City of Annapolis and/or designated testing facilities. If inspection or tests indicate deficient materials, the Procurement Officer may reject all or any part of the materials provided under this contract.

7. COMPETITION

- A. To better insure fair competition and to permit a determination of the lowest contractor, proposals may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals, or proposals obviously unbalanced.
- B. The name of any manufacturer, trade name, or vendor catalog number mentioned in specifications is for the sole purpose of designating a standard of quality and type of product. If a particular manufacturer's name or brand is specified, bids will be considered on other brands or other manufacturer's products. On such bids, the bidder shall indicate clearly the product which is being bid, and shall supply a sample or sufficient data to enable an intelligent comparison to the specified product. Catalog specification sheets and descriptive data shall be attached to the original bid document where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.
- C. Specifications provided are based on City needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet City requirements. Minimum or maximum specifications are not established arbitrarily to limit competition.
- D. If products to be provided to the City contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Procurement Office or using Agency. This applies also to any product used by a contractor when providing a service to the City.

8. DEVIATIONS FROM SPECIFICATIONS

- A. In addition to the above requirements, all deviations from the specifications must be noted in detail by the contractor in writing at the time of submission of the formal proposal. The absence of a written list of specification deviations at the time of submission of the bid will hold the contractors strictly accountable to the City for furnishing material, equipment or services in full accordance with the specifications written, and will be grounds for rejection upon delivery of any item (s) not fully meeting specifications.

- B. When an item is designated as “no substitutes”, only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- C. No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Procurement Officer.

9. DISPUTES

- A. In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City Procurement Officer, or authorized representatives, shall be final and binding on both parties. The City Procurement Officer may request the recommendation in writing of the head of the City Agency using the materials or services, or other objective sources.
- B. Bidders desiring to appeal a decision of the Purchasing Office must deliver written protests to the Purchasing Office within seven days of notification of award. The Procurement Officer shall review the protested decision, examine any additional information provided by the bidder and respond within thirty days of receipt of the protest.

10. LAW AND REGULATIONS

In all operations related to the subject item, all United States, State of Maryland, City and County laws which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Agent must be respected and complied with strictly. The contractor shall protect and indemnify the City of Annapolis and its laws, ordinances or regulations, whether by him or his employees.

11. INDEMNITY

- A. Indemnification Clause: The contractor/vendor shall protect, hold free and harmless, defend and indemnify the City of Annapolis(including its officers, agents, and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgements (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor's/vendor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of the City of Annapolis, its officers, agents and employees.

- B. Property Lost, Damaged or Destroyed: Any property or work to be provided by contractor/vendor will remain at the contractor's/vendor's risk until written acceptance by City of Annapolis and the contractor/vendor will replace, at contractor's/vendor's expense, all property or work lost, damaged and destroyed by any cause whatsoever.

12. EQUAL OPPORTUNITY

It is the policy of the City of Annapolis to assure all persons equal employment opportunity, and also to assure that minority business enterprises have the maximum opportunity to participate in the performance of all City contracts for supplies and services. Although there is no requirement that the contractor be a Minority Business Enterprise (MBE), a Women-Owned Enterprise (WBE), or a Small Business, minority owned and small businesses are encouraged to respond to this solicitation.

Every contractor doing business with the City must agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, or national origin, or sex, and shall be obligated to include a similar requirement in any and all sub-contracts. They must further agree to comply with all applicable federal, state and local laws and executive orders and regulations relating to equal employment opportunity and minority business enterprises.

13. TERMINATION

- A. Termination for Convenience:

The City may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Contractor. The City shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Contractor shall not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

- B. Termination for Cause:

If the Contractor fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the City may terminate this Agreement immediately, in whole or in part, by written notice to the Contractor. Further, the City of Annapolis reserves the right to suspend the contractor's authority to receive any undisbursed funds and/or to proceed at any time to protect and enforce all rights and remedies available to the City, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in this agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

All finished or unfinished goods or services provided by the Contractor shall, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of

notice of termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination, and the City may take all steps necessary to collect damages.

C. Funding Out:

If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the City shall have the right to terminate the contract without any obligation or penalty.

14. CORPORATE REGISTRATION

Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.

All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

15. FORMATION OF CONTRACT SERVICES

- A. The contract awarded pursuant to this solicitation shall be by and between the successful offeror and the City, and shall contain the provisions included in the solicitation, any amendments of changes thereto, and the contents of the Bid response. Submission of a bid in response to this solicitation evidences the contractor's acceptance of the terms and conditions therein. A sample is included when required as an attachment. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.
- B. The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws of Maryland.
- C. Duration of proposal offer proposals submitted shall be valid for one hundred, twenty (120) days following the closing date noted, unless otherwise specified herein. This period may be extended by mutual written agreement between offerors and the City. Proposals may not be withdrawn during this period.
- D. The City may, at any time by written order, make changes within the general scope of this contract including, but not limited to, changes (I) in any designs or specifications; (II) in the method, quantity, or manner of performance of the work; (III) in any City-furnished facilities, equipment, materials, services, or property; or (IV) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the City, unless made in writing by its representative.

16. OPTIONAL USE OF CONTRACT

- A. The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.
- B. The City assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

17. CONFLICT OF INTEREST

- A. By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.
- B. Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

18. RESPONSE MATERIAL OWNERSHIP

All proposals become the property of the City of Annapolis upon receipt and will only be returned at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section entitled Proprietary Information. Disqualification of a proposal does not eliminate this right.

19. PROPRIETARY INFORMATION

All material offered in response to this RFP will become the public record and will be subject to inspection after a contract is awarded. Any material requested to be treated as confidential, proprietary information or trade secrets must be clearly identified and readily separable from the balance of the proposal. Such designations will not necessarily be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the City under applicable Freedom of Information laws. Neither cost or pricing nor the total proposal will be considered proprietary.

20. INSURANCE REQUIREMENTS

Award of a contract will be contingent upon the successful proposer submitting certificates of insurance and any required bonds in accordance with the provisions contained in the General Conditions.

21. ASSIGNMENT

The Contract resulting from this RFP and the compensation, which may become due thereunder, are not assignable except with prior written approval of the City.

22. FAIR LABOR STANDARDS

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the City may be found jointly or solely liable.

23. BID RESPONSE MODIFICATIONS OR WITHDRAWAL

A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Office in writing. Modified and withdrawn Bids, clearly marked and dated, may be resubmitted up to the time and date set for the receipt of Bid Responses.

All erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and the bid price shall remain valid one (1) year thereafter.

24. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Bid Response to this RFP, the Successful Bidder accepts the terms and conditions set forth herein.

GENERAL CONDITIONS

1. SCOPE

These Specifications are intended to cover **architectural and engineering services for an existing conditions report on the Raw Water Pump Station building**, as identified in the scope of work and in the attached Bid Response Form.

2. PRE-BID CONFERENCE AND SITE VISIT

- 2.1 A Pre-Bid Conference has been scheduled for **Wednesday, August 5, 2009 at 10:00 a.m., local time, in the third floor conference room, City Offices, 145 Gorman Street in downtown Annapolis** to answer questions about this solicitation and the products or services to be provided hereunder. While attendance is not mandatory, all Bidders are strongly encouraged to attend. While every effort shall be made to answer any questions concerning this solicitation raised by potential Bidders at the Pre-Bid Conference, such answers shall be considered unofficial until affirmed in writing by the Procurement Officer in the form of an addendum.
- 2.2 The Property and on-site equipment shall be made available for verification of existing conditions.
- 2.3 Any modifications, additions, or deletions to the Specifications that result from this meeting shall be distributed to all registered Bidders by written addendum.

3. BID DEPOSIT REQUIREMENTS

Not Applicable.

4. TERM OF CONTRACT

- 4.1 This Contract term shall be negotiated relative to the project design and construction schedule proposed in response to the RFP.
- 4.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the City of Annapolis ninety (90) days prior to the current term's expiration date.
- 4.3 The vendor/contractor must maintain the insurance coverages required by the City while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the City when required.

5. WARRANTY AND SERVICE

The Successful Bidder warrants any goods or services furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the City.

6. BONDING REQUIREMENTS

Not Applicable

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded to a responsible and responsive contractor offering the best value, as determined by the City Procurement Officer. Factors, other than price, shall be considered in making the contract award.
- 7.2 A cash discount shall be considered in determining the award.
- 7.3 Any other considerations for the award shall be stated in the Specifications and Bid Response.
- 7.4 The City of Annapolis reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this solicitation as deemed in its best interest of the City by the Procurement Officer. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this solicitation.

8. INSURANCE REQUIREMENTS

Unless otherwise required by Special Conditions of this solicitation, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain, during the life of the Contract: Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

8.1 COMMERCIAL GENERAL LIABILITY INSURANCE

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project.

8.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

8.3 WORKERS' COMPENSATION INSURANCE

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

- 8.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, City of Annapolis, Maryland, its agents, servants, and employees shall be named as an additional insured, which shall be shown on the insurance certificates furnished to the City under this Section.
- 8.5 The Successful Bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.
- 8.6 Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.
- 8.7 Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.
- 8.8 **ERRORS AND OMISSIONS LIABILITY INSURANCE**
- Professional Liability Insurance in the amount of at least \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.

9. TAXES, LICENSES, AND PERMITS

- 9.1 The contractor shall, at the sole expense of the contractor, pay all required taxes and obtain, pay for, and keep current all business licenses required for the lawful performance of this contract, and as required by Federal, State, County or City laws, ordinances, or regulations as applicable.
- 9.2 Permits required by and issued by the City of Annapolis must be obtained. All fees shall be waived.

10. PRICE ADJUSTMENTS

Not Applicable.

11. AGREEMENT

Successful Bidder shall provide a sample agreement, such as standard AIA A/E contract and general conditions, for review by the City of Annapolis. Upon notifications of intent to award, the Successful Bidder must execute a similar agreement tailored to meet this solicitation as part of the Contract.

12. LABOR AND MATERIALS

Unless otherwise provided in the contract documents, the contractor shall provide and pay for all labor, materials, tools, parts, equipment, transportation, and other facilities and services necessary to perform the work required under this contract. The City will NOT pay any monies toward the provision or operation of this service, except for work which is specified in this contract, authorized by the City, and invoiced at the unit and/or lump sum bid price as applicable.

13. PAYMENT

The City will make payment in full for services actually ordered and rendered for which a proper invoice has been received and approved. Invoice charges must conform to the cost proposal which will be the basis for payment. Applicable discounts will be deducted at the time of payment. The Contractor is prohibited from performing work which will exceed the amount of the purchase order or changes thereto. The City shall not be obligated to pay any charges which exceed the amount of the purchase order or changes thereto.

14. DAILY ADMINISTRATION

The administration of this contract will be conducted by the City of Annapolis' Chief, Bureau of Engineering and Construction in Public Works or his designee. The designee shall be responsible for supervising the contractor to insure that the contractor fully complies with all terms of the contract.

15. CONTRACTOR NOT AN AGENT OF THE CITY

Nothing contained in this contract shall be construed to constitute the Contractor as an agent of the City of Annapolis. The Contractor shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons whether employees of the Contractor or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract.

16. CONTRACTOR ABILITY

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work required by this contract, and the bidder shall furnish to the City all such information requested for this purpose.

17. GENERAL LEGAL COMPLIANCE

It shall be the Contractor's sole responsibility to insure that he/she is in total compliance with all applicable Federal, State and City laws, rules, ordinances, statutes, etc., which touch or impact on this contract. The City shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If failure on the part of the Contractor to maintain legal compliance results in the Contractor not being able to perform, the City may find said contractor in default.

18. OMISSION OF SPECIFICATIONS

The omission by the City of any specification or details of any specification which would normally apply to the product or service stated herein, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract.

19. SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, sub- section, sentence, clause, or phrase of this agreement is for any reason held to be contrary to any rule or regulation having a force and effect of law, such decision shall not affect the remaining portions of the agreement.

R.F.P. 10-04

Architectural/Engineering Services Adaptive Reuse of Raw Water Pump Station Building

PURPOSE

The City Annapolis Department of Public Works is seeking architectural and engineering services to conduct an existing conditions survey and provide recommendations for the reuse of the Raw Water Pump Station building located at 270 Defense Highway.

BACKGROUND

The City of Annapolis currently owns property off of Defense Highway that includes the Water Treatment Plant, Waterworks Park, and a closed landfill. The Raw Water Pump Station building is part of the Water Plant complex.

The building was constructed in approximately 1907. The architect was Pennington & Baldwin, and the building originally housed steam pumps and boilers. It is masonry construction, including a masonry ceiling and has a slate roof. Most of the building has a concrete floor, but some of the floor is earthen. Much of the building is in original condition.

The original building structure is a single level, with a smaller two story addition added at the rear. The building is approximately 4500 square feet.

The building currently houses electrical equipment and pumping operations to support the Water Treatment Plant.

PROPOSED USES

The City will develop protocols for the use of a rehabilitated structure. Based on these protocols, uses of the building will include:

1. Educational center, suitable for public access.
2. Office space.
3. Meeting/reception/flex space (if possible)

EXISTING STRUCTURE/SITE

Description of building base on extant knowledge
Limited Floor plan provided by City of Annapolis
Limited Site plans, as relevant

Primary constraints: Flood plain and historic importance of building.

TASKS

The existing conditions report shall include a structural analysis, identification of utilities and documented dimensions for the building layout. For bidding purposes, a detailed cost proposal shall be provided for the existing conditions report only. Future phases of the project include use feasibility (programming) study and concept design. It is envisioned that the following tasks will be required:

1. Analyze integrity of existing structure including identification of load bearing elements and any structural deficiencies in need of remediation to stabilize building and address possible flood plain issues that may affect design. Locate and identify all utilities. Document all field measurements for the building layout.
2. Assist the City of Annapolis in refining use parameters of building including space requirements for each use.
3. Identify any other constraints and possible solutions that will impact building design and site planning.
4. Document findings in 1,2,3 above.
5. Upon review by City, prepare conceptual drawings sufficient to provide a rough estimate of the cost of the renovation.

There is potential that the firm selected for this work will be retained to prepare the final construction drawings and construction management/inspection upon receipt of the funds necessary for this work.

TIME OF PERFORMANCE

All proposals shall include an estimated project time line.

FORMAT FOR PROPOSALS

The proposal should include a detailed description of the approach the architectural firm will use to achieve to complete all tasks of the project. The proposals should list all professionals who will be part of the team and their general areas of responsibility.

Interested parties must submit technical and cost proposals, under single cover, prior to the established deadline. At a minimum, the technical proposal must include the following elements:

1. Statement of understanding of the project requirements.
2. Technical approach and methodology to be used.
3. Discussion of any special issues or concerns.
4. Proposed schedules (Existing Conditions only).

5. Detailed task/activity list including position classification and associated man-hours (no cost information).
6. Summary resume of key team members and a description of specific project responsibilities (include an organizational chart).
7. Description of firm's experience with projects including historic structure rehabilitation, and projects of similar size and nature.
8. Current list of local (Maryland) government references including organization, contact name, telephone number, project name and general scope of services.

For bidding purposes, a detailed cost proposal shall be provided for the existing conditions report only. The cost proposal shall address and include:

1. Detailed task/activity list including position classification, associated man-hours, hourly rates, and sub-totals by task .
2. Indirect costs, expenses, multiplier used, profit percentage, etc.
3. Total lump sum cost.

Detailed cost information is required to provide a basis for proposal evaluation and possible future phases, i.e, programming and conceptual design, of the scope of work.

EVALUATION OF PROPOSALS

The contract shall be awarded to a responsible and responsive firm offering the best value, as determined by the City Procurement Officer. Factors, other than price, shall be considered in making the contract award.

Each proposal will be evaluated based on the following formula:

1. Demonstrated experience of the firm and of the individuals assigned to this project, particularly in the area of past adaptive reuse projects and historic property renovation.
2. Understanding of and approach to the study.
3. Time of performance.
4. Clarity and overall quality of proposal.
5. Cost estimate for work proposed.

The contract award will be based on the best overall combination of technical and price proposal. Each proposal will be ranked separately and the results analyzed to determine the best overall value.

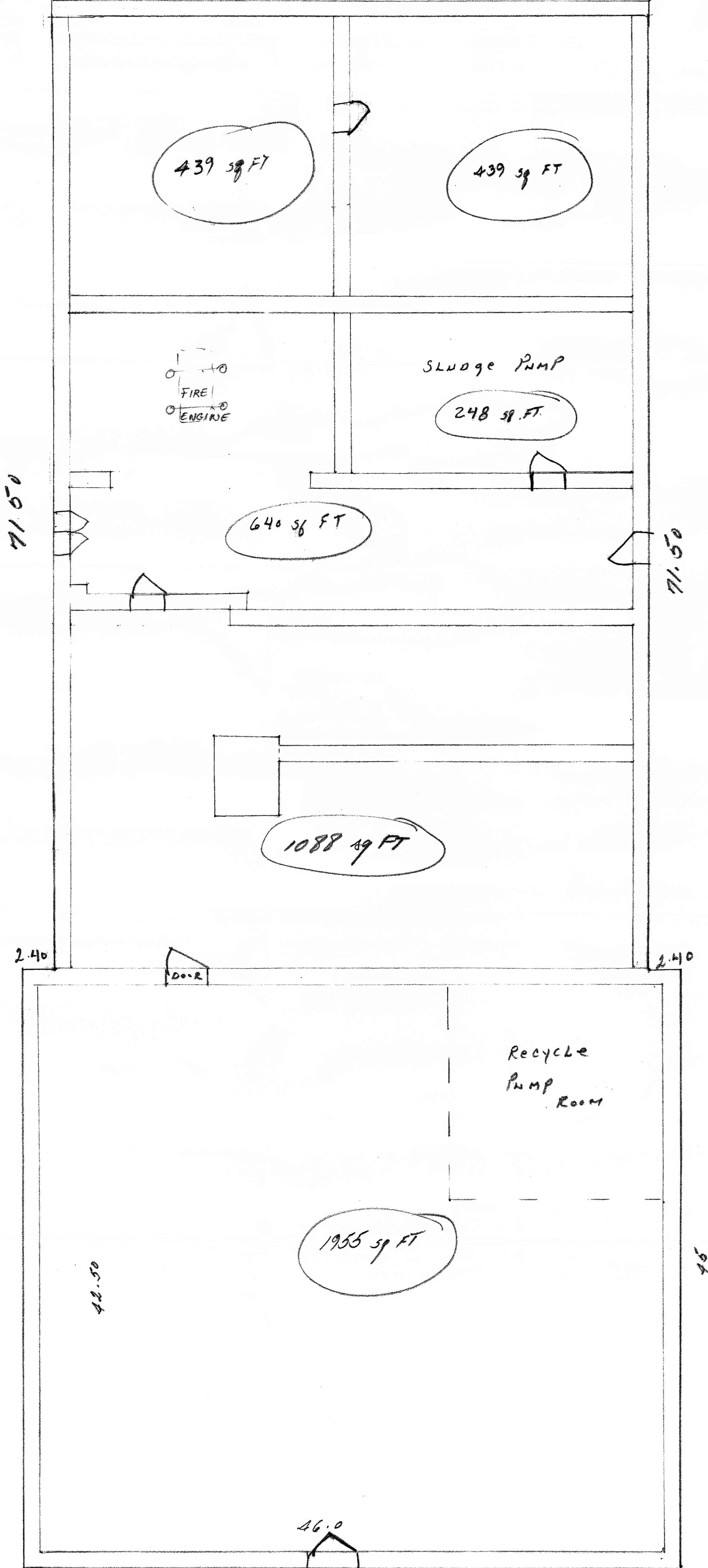
Submission Procedures

Bidders are requested to submit an original, marked as such, and four (4) copies of the technical and cost proposals, under single cover, shall be submitted not later than 2:00 pm. local time, Wednesday, August 26, 2009. Late proposals will not be accepted under any circumstances. These proposals should be sent to:

Brian Snyder, CPPO
City of Annapolis
Department of Central Services
145 Gorman Street, Floor 2R
Annapolis, Maryland 21401

Questions concerning this request should be directed to Bob Agee, Acting Director, Department of Public Works at BAgee@annapolis.gov or 410-263-7949. Administrative questions may be directed to Brian Snyder at bds@annapolis.gov or 410-263-7944.





TOTAL sq FT
4809

Water Works Bldg

1/16/09





NOTICE TO A/E FIRMS

R. F. P. 10-4

ARCHITECT/ENGINEERING SERVICES ADAPTIVE REUSE OF RAW WATER PUMP STATION BUILDING

The Central Purchasing Office of the City of Annapolis is accepting sealed proposals for consulting services until 2:00 p.m., local time, Wednesday, August 26, 2009. Proposals must be submitted to the Central Purchasing Office, 145 Gorman Street, Floor 2R, Annapolis, Maryland 21401. Late proposals will not be accepted under any circumstances.

The scope of services includes, but is not limited to, assessment of current conditions, providing recommendations for restoration, space programming and completing a comprehensive report.

Interested parties are invited to attend a pre-proposal conference at 10:00 a.m., Wednesday, August 5, in the third floor conference room, City of Annapolis Offices, 145 Gorman Street in downtown Annapolis.

Proposal packages may be obtained from the Central Purchasing Office at the address noted above, via email to centserv@annapolis.gov or fax request to 410-263-8120.

The City of Annapolis reserves the right to reject any or all proposals, to waive informalities and to select the proposal deemed to be in the best interest of the City.

**Brian D. Snyder, CPPO
Procurement Officer**

AUGUST 20, 2009

R. F. P. 10-4

**ARCHITECT/ENGINEERING SERVICES
ADAPTIVE REUSE OF RAW WATER PUMP STATION BUILDING**

ADDENDUM NO. 1

This addendum is hereby made a part of the Bid Documents and is issued to modify, explain and/or correct the original Bid Documents. Receipt of this addendum must be acknowledged on the Bid Form. Failure to do so may result in Bidder disqualification.

Please note the attached changes, corrections, and/or information in connection with the contract and submit bids and be otherwise governed accordingly.

CLARIFICATIONS

- The existing conditions survey shall include reconstructing as-built drawings with plans section, elevations, and one line diagrams for mechanical, electrical and plumbing (MEP). Visual observations and non-destructive investigations necessary to determine structural adequacy, estimate load capacity and establish a log of deficiencies. A section on the building envelope shall evaluate air and water infiltration on flashing, membranes and drainage, as well as various connections including expansion joints, sills, headers, and lintels. Subsequent recommendations for destructive testing will be included in the final report. Hazardous materials shall be identified through a Phase I Environmental Assessment of the building.
- The Annapolis Water Company was evaluated for a MD State Highway Administration Project in 1996. SHA was undertaking work on 450, and the Water Co. fell within the Area of Potential Effect. The site was assigned Maryland Inventory of Historic Properties Site number AA-932. This form is available on line at the Maryland Historical Trust site--<http://mht.maryland.gov/>
- When the property was inventoried, it was also evaluated for National Register eligibility. The Maryland Historical Trust determined that it was eligible for National Register inclusion meeting Criteria A & C.

- Bidders shall demonstrate extensive experience in application of the Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*, <http://www.nps.gov/history/hps/tps/tax/rhb/> and provide information on their projects with similar resources, adaptive re-use of industrial early 20th century structures and sites, in order to be qualified for this project.
- The assessment is limited to the structure only. The City will provide site and topographic surveys to the successful bidder. No geotechnical investigation is anticipated at this time.
- LEED design aspects will be required in future development of the building. The City seeks to obtain the Silver level.
- Flood plain data and maps will be provided to the successful bidder. It has not been determined if the building can be renovated for this use in a flood plain.
- The building has not been used for its original function since 1929. It currently houses recycling and sludge pumps and electric service for the residential home on the front of the property.
- The project time line will address the existing conditions survey only.
- Bidders shall submit a complete price proposal for the existing conditions survey only. Hourly rates shall be submitted for evaluation of the future phases – space programming and conceptual designs.

The due date for the bid has been extended. All proposals must be submitted to the City of Annapolis, Central Purchasing, 145 Gorman Street, Floor 2R, Annapolis, Maryland, 21401, prior to 4:00 p.m., local time, Thursday, September 3, 2009.

This addendum consists of the following:

- I. Addendum pages 1-2.
- II. Attendance log (attached pdf file, 4 pages)

*** End of Addendum ***

Issued by: Brian D. Snyder, CPPO
City of Annapolis
Procurement Officer

City of Annapolis Government
Annapolis, MD

R.F.P. 10-04

Architectural/Engineering Services
Adaptive Reuse of Raw Water Pump Station Building

Bid Form

We will be able to provide A/E services in accordance with the specifications contained in your RFP No. 10-4. We wish to quote the following:

- 1) All professional services necessary to provide architectural and engineering services to conduct an existing conditions survey and provide recommendations for the reuse of the Raw Water Pump Station building located at 270 Defense Highway.

Detailed cost information and breakdown are provided in the Cost section of the proposal.

Bid Price \$ See Cost Proposal for details

The City of Annapolis is exempt from all local, state, and federal taxes, and prices stipulated by the bidder are considered maximum, and are not subject to any increase due to taxes, or any other cause or reason.

Bidding Firm Name:

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Street Address:

City and State: _____ Zip Code _____

Business Phone: _____ Date: _____

Fax Number: _____ Terms of Payment: _____

email Address: _____

Printed Name and Title of Agent:

Signature of Agent: _____

The person signing the Bid Response shall initial any alterations in figures on this form in ink.

Return to:

Brian D. Snyder, CPPO
Procurement Officer
City of Annapolis – Central Purchasing
145 Gorman Street Floor 2R
Annapolis, MD 21401
410-263-7944

City of Annapolis Government
Annapolis, MD

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that:

1. I am the _____ and the duly authorized representative of the firm of _____ 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 or, or have during the course of an official investigation 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 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 individual 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 City of Annapolis and, where appropriate, to the Board of Public Works and to the Attorney General under Section 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, The City of Annapolis (entity) may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, which provided 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 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.

(SIGNATURE)

(DATE)

STATE OF _____, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County, aforesaid, _____ personally appeared, and (s)he acknowledged that (s)he is _____, of _____, and as such, is authorized to execute this Document on its behalf and to bind it thereby, and that this Document is her/his free and voluntary act.

AS WITNESS my Hand and Notary Seal.

Notary Public

My commission expires:

City of Annapolis Government
Annapolis, MD

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of _____ whose address is _____ AND THAT

NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

SIGNATURE

PRINTED OR TYPED NAME

DATE

STATE OF _____, COUNTY OF _____, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for the State and County, aforesaid, _____ personally appeared, and (s)he acknowledged that (s)he is _____, of _____, and as such, is authorized to execute this Document on its behalf and to bind it thereby, and that this Document is her/his free and voluntary act.

AS WITNESS my Hand and Notary Seal.

My commission expires: _____ Notary Public

CITY OF



ANNAPOLIS

PRE-BID MEETING SIGNATURE LOG

BID #: RFP 10-4TITLE: A/E ServicesDATE 5 Aug 2009Raw Water Pump Station

#	NAME OF REPRESENTATIVE	COMPANY
1	LARRY REESE	SIDAO ASSOCIATES INC.
2	Ana Castro	JRS Architects
3	Elisabeth McCollum	The Robert B. Balter Co.
4	Gail Dennis	Geotech, env., testing & INSPECTION MURPHY + DITTENHAFFER ARCHITECTS
5	MATTHEW COMPTON	MURPHY + DITTENHAFFER, INC.
6	BLAINE LINKOUS	WBCM, LLC
7	STEVE BONDREK	WBCM LLC
8	Mark Garner	Lawrence Abell and Associates Ltd
9	RONALD C. NORBY	LAWRENCE ABELE & ASSOCIATES, LTD
10	RAVI WALDON	WALDON STUDIO ARCHITECTS
11	Russell Cardozo	Cardozo Architects, Inc.
12	DANIEL HIMMER / JEN SASINSKI	FREDERICK WARD ASSOCIATES
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CITY OF



ANNAPOLIS

PRE-BID MEETING SIGNATURE LOG

BID #: RFP 10-4TITLE: A/E ServicesDATE 5 August 2009Raw Water Pump Station

#	NAME OF REPRESENTATIVE	COMPANY
1	Kate McEnallough	Symmetry First Architects
2	A. WILLIAM BRUST	SYMMETRY FIRST ARCHITECTS
3	TIM BREXO	MESSICK & ASSOCIATES
4	STEVE BIEGEL	MATRIX DESIGN
5	BEN PURCELL	MATRIX DESIGN
6	DOUG KULTHA	CVETKOV DESIGN GROUP
7	LAINE FISHMAN	JT FISHMAN ASSOC., ARCHITECTS
8	Sylvan Miles	Cunningham Quill Architects
9	JoAnne Baker	TORCHIO ARCHITECTS joanne@torchioarchitects.com
10	MICHAEL PROPPITT	PROPPITT + ASSOCIATES ARCHITECTS
11	Kevin J. McCormick	Loielerman Soltes & Assoc. (LSA) kmcormick@LSAassociates.net
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CITY OF



ANNAPOLIS

PRE-BID MEETING SIGNATURE LOG

BID #: RFP - 10-4TITLE: A/E SERVICESDATE 8/5/09 @ 10:00 AMRAW WATER PUMP STATION

#	NAME OF REPRESENTATIVE	COMPANY
1	EDWARD A. MASEK, JR.	WGM ARCHITECTS
2	MILD L. MEACHAM, AIA	DAVIS BUCKLEY ARCHITECTS
3	Chuck Kennedy, P.E.	KPA inc.
4	GARY SCHWERTZLER	FOURTH STREET DESIGN STUDIO, INC.
5	PETER C. MILLER	FOURTH STREET DESIGN STUDIO, INC.
6	JOHN PILLI	PILLI DEVELOPMENT / GATE ONE BUILDERS
7	GLY MENDON	BLV ENGINEERING ASSOCIATES
8	GAUTAM A SOLTANE	SANDERS DESIGNS ARCHITECTS
9	Shailesh Patel	Buchart-Horn, Inc.
10	Orlissa Cohen	GTM Architects, Inc.
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CITY OF



ANNAPOLIS

PRE-BID MEETING SIGNATURE LOG

BID #: REP 10 04TITLE: Faw Water PumpDATE 5 August 2009Station - Adaptive Reuse

#	NAME OF REPRESENTATIVE	COMPANY
1	FRED HAKER	WHITMAN REQUARDT & ASSOC fluser@wrallp.com
2	KAREN FITZE	BRASHER DESIGN kfitze@brasherdesign.com
3	MARK A. SAWYER	SAWYER ARCHITECTURAL SERVICES, PA
4	TOM TERNANOVA	CDIMORE THORNTON Architects ternanova@cdimoretthorntons.com
5	Brian Kelly	JMA bKelly@johnmilnerassociates.com
6	Dale Stewart	CORE Architecture & Design das@COREdc.com
7	NORMAN LUTKEFEDDER	SOLAR ENERGY FOCUS, LLC NLUTKEFEDDER@sol.com
8	Soterios Poutos	Seven Seas Energy, LLC
9	CARL COORSE	ATCS, PLC COORSE@ATCSPLC.com
10	STACIE GORMLEY	STUDIO 50 sgormley@studio50.com
11	KRIS WILSON	STUDIO 50 DESIGN - kwilson@studio50design.com
12	P. JAMES PETT	JP2 ARCHITECTS. JPETTE@JP2ARCHITECTS.COM
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