


MARINHA DO BRASIL
COMISSÃO NAVAL BRASILEIRA EM WASHINGTON
ATA DE ABERTURA DE PROPOSTA




Na data de 05 de novembro às 10h , foi realizada a abertura das propostas, por meio do acesso à Caixa postal de cnbw.bid para acesso às propostas que subsidiarão o pregão eletrônico 03/2021, cujo objeto é a substituição do Sistema de Ar Condicionado e Aquecimento da CNBW. Somente foi recebida uma proposta da empresa CroppMetcalf, no valor de USD 413,158.00, conforme cópia em anexo.

A referida abertura de propostas foi acompanhada pela Pregoeira e por membro da Equipe de Apoio, conforme Portaria CNBW/SGM/MB 32, de 04 de outubro de 2021.

Washington, DC, 05 de novembro de 2021.


JOSILENE PENHA CAVALCANTE
Capitão de Corveta (T)
Pregoeira


GISELE ALVES BEAUDOIN
Auxiliar Local
Membro da equipe de Apoio

Qualification Documents and the initial Price Proposal

De : Simons, John <jsimons@CroppMetcalf.com>

qui, 04 de nov de 2021 18:03

Assunto : Qualification Documents and the initial Price Proposal

Para : cnbw bid <cnbw.bid@marinha.mil.br>



Please see submitted document for the Brazilian Navy Commission.

Thank you,

John Simons
Commercial HVAC
Account Advisor-Manager
240-882-7031
jsimons@croppmetcalfe.com



8421 Hilltop Rd, Fairfax, VA22031
PH: 703-941-8800 | FX: 703-941-8808



 **Brazilian Navy Commission AC Controls and Boiler replacement Bid.pdf**
362 KB



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Prepared for:

Brazilian Naval Commission in Washington
5130 MacArthur Blvd. NW
Washington, DC 20016-3344
Bidding Process no 03/2021 (OLRB)

Submitted By:

John Simons
Commercial Representative
Cell: 240-882-7031
Office: 703-941-8800
jsimons@croppmetcalfe.com

Proposal Date:
November 4, 2021

Air Conditioning ★ Heating ★ Controls ★ Mechanical Services ★ Energy Management ★ Plumbing

Indoor Air Quality ★ Home Performance ★ Pest Control



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Why CroppMetcalf?

- ✓ **Over 40 years of Exceeding Customers Expectations**
- ✓ **One of the largest HVAC Companies in the Nation**
 - ✓ **24 hours a day, 365 days-a-year Service**
 - ✓ **National Contractor of the Year**
 - ✓ **Factory Trained Professionals**
 - ✓ **NATE Certified Technicians**
 - ✓ **Drug Free Workplace**

CroppMetcalf was established in 1979 by Mitchell Cropp started as a family-owned business. The Cropp family's passionate drive to exceed our customers expectations has earned CroppMetcalf numerous awards, including being named "National Contractor of the Year" by Contracting Business Magazine, ACCA, and EAI.

Our continuous growth has been fueled by superior quality, top notch service, and exceptional value, making CroppMetcalf one of the largest and most respected contractors in the Washington Metropolitan area.

At CroppMetcalf, employing the best people in the business is a core element in fulfilling our mission to serve. We take pride in hiring and retaining only the most professional people in the industry. Many members of our staff have been with us for over 15 years! We have over 150 service technicians serving our customers, with a dedicated support staff who ensures our customers receive the highest quality service in the industry. Our phone lines are open 24 hours a day, 365 days-a-year to enable our mission to serve our customers whenever they may need us.

At CroppMetcalf, our goal is to create "**Customers For Life**."

CroppMetcalf is a proud member of the following organizations

- *Carrier Controls Expert*
- *Air Conditioning Contractors of America (ACCA)*
- *North American Technician Excellence (NATE)*
- *Building Performance Institute (BPI)*
- *National Air Duct Cleaners Association (NADCA)*
- *Plumbing, Heating, Cooling Contractors (PHCC)*
- *Plumbing and Mechanical Professionals of Virginia (PMPV)*
- *Comfort Institute, Inc. (CI)*
- *Quality One Group*



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Scope of work #1

Proposal is for replacing the two (2) existing York split system 30-ton air condition condensers with matching air handlers. One system serves the first floor, and one system serves the second floor. The condensers are located to the back of the building on a concrete pad at ground level and the two air handlers are located one on each floor it serves in a designated mechanical room. Each of the air handlers have a hot water coil for heating and have supply, return and outside air ducted to them including economizer controls. The building controls monitor and control the systems.

- Make safe, recover refrigerant, disconnect, and remove existing 30-ton York units from the mechanical space's using the service elevator and access to the back of the building. Parking spaces in the back of the building for service access for a crane and trucks will be required to load and unload equipment and materials. The Brazilian Naval Commission to organize this requirement with the building management.
- Remove of existing condensate pumps and all refrigerant piping.
- Disconnect all ducts, controls, drains and piping from the air handlers in each mechanical room. To remove the two air handlers, extensive demolition and removing a window on the second floor may be required to remove and replace unit from the second floor.
- Dispose of existing unit's and debris per EPA guidelines.
- Furnish and install two New Carrier Split system 30-ton air conditioners with matching air handlers and hot water coils in the same locations of the same size and capacity as the existing.
- Re-connect all water piping, power wiring and condensate piping. New electrical outside power service disconnects, and fuses will be furnished and installed for the condensers. All water piping connections shall be mechanical joined with brass flare fittings or pro-press copper.
- Furnish and install new copper refrigerant piping of the correct size and quantity through building connecting each piece of equipment making two separate working systems.
- Furnish and install new duct work connections and ventilation controls for the existing motorized outside air ventilation dampers and return air dampers existing in the ducts for both systems.
- Building communication electronics are furnished and shall be connected to new building automation controls. New control panel and wiring in the mechanical room shall be furnished and installed.
- Furnish and install all controls and interface boards, transformers, sensors, thermostats, and actuators to complete the two 30-ton systems. The VAV controls shall be on listed on scope of work #2.
- Manufacturer start up new unit and program to specification and temperatures.
- Work shall be performed during normal working hours and days. Monday-Friday 7AM-3:30 PM.

Scope of work #2

Proposal is for replacing existing VAV controls and actuators including new wall sensor controls for each zone of operation for each floor. New control wiring and interface wiring are included for thirty-six existing VAV boxes, installed above the ceilings, for zones though out the two floors of the building. Comfort Air Balancing shall be performed to insure proper air flow and control to each zoned space.

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Scope of work #3

Proposal is for replacing existing cast iron sectional water boiler located in boiler room on the first level with a new high efficiency condensing water boiler.

- Make safe, isolate water valves, drain, and disconnect. Make safe, drain, disconnect and removing the existing boiler. The lower-level entrance way will be the access to remove the boiler. A booming forklift will be included to hoist the heavy boiler sections from the stairway and replace the new boiler sections.
- Inspect all piping connections in the boiler room for deteriorations within 8' of the boiler. Piping that is not reusable will be replaced within 8' of the boiler. Piping and valves outside this 8' parameter will be checked but are not included for replacement and will be priced separately from this proposal if replacement is required.
- The circulation pumps look good, and some have been replaced. These pumps shall be checked for proper operation.
- Remove existing exhaust flue piping to the existing boiler and remove to the point of reconnection to the new boiler.
- Dispose of existing boiler and debris per EPA guidelines.
- Furnish and install one new Weil McLain Slim Fit high Efficiency Condensing Water Heating Boiler in the exact location as the existing. Condensing water shall be conditioned with a neutralizing system and piped outside.
- Hydrostatic testing will be included to the new boiler after the boiler sections have been installed to check for leakage. No controls will be installed during this process.
- Furnish and install all piping connections and piping required within 8' of the boiler. Furnish and install new piping insulation where required.
- Reconnect all control wiring and connect power wiring.
- Furnish and install new 6" PVC Schedule 40 flue piping to and through the b-vent pipe flue up to and through the roof. The new venting shall be sealed watertight per the manufacturer's recommendations. Outside air combustion vent pipe shall be routed to the closest place through the outside wall for the new boiler and sealed at the wall. Stainless Steel Bird screen shall be installed at the ends of both vents to keep animals out.
- Start up and check the new heating water boiler for proper operation per manufacturer instructions.

Warranty

All equipment installed by CroppMetcalf as part of this proposal is warranted for one-year parts and labor from the date of start up.

The compressors in the new Carrier Condenser's have a five-year, parts only, warranty. Individual Manufacturer Warranties for parts vary and shall be given during the sales process.

Investment

CroppMetcalf proposes to furnish the necessary labor and material in accordance with the scope of work #1, for the sum of **\$288,734.00** HVAC EQUIPMENT

CroppMetcalf proposes to furnish the necessary labor and material in accordance with the scope of work #2, for the sum of **\$58,613.00** HVAC CONTROLS

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CroppMetcalf proposes to furnish the necessary labor and material in accordance with the scope of work #B, for the sum of **\$65,811.00** HVAC HEATING BOILER

Total of all scopes of work \$413,158.00

Payment Terms

50% deposit upon acceptance of proposal. The remaining balance is due upon substantial completion of each scope of work of installation. The payment terms can be negotiated with the Brazilian Naval Commission at final acceptance. By signing this contract, you have read and accept the terms and conditions pages attached to this proposal.

Exclusions

These items are excluded from our proposal unless specified in writing. Cutting, patching, painting, drywall, structural, barricades, ceiling tile replacement, access doors and any other work not specifically stated in this proposal.

Pre-existing conditions

Any defective condition either structural, material, mechanical or electrical by nature that is outside of our normal scope of operations (SOP) before the project is started will be view as (Pre-existing conditions). CroppMetcalf will not be held liable for these pre-existing conditions and how it relates to our Contractual Agreement. If for some reason these pre-existing conditions will not allow for a proper startup or commissioning of our equipment/system or be in accordance with local or national mechanical codes a (Change Order) may be required which may change the contract value from Croppmetcalfe to resolve the pre-existing condition and move forward to completion of the project.

Respectfully,

John Simons
240-882-7031
jsimons@croppmetcalfe.com

Customer Acceptance

This Budget is valid for 45 days beginning: 11/4/2021

Authorized Signature _____

Date _____

Printed Name _____

Title _____

PO #(if necessary) _____

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TERMS AND CONDITIONS

1. CMH, INC trading as CroppMetcalfe (Hereinafter referred to as "CM") and a subsidiary of HomeServe USA Corporation, guarantees to the ("Customer", "buyer", "client", "You") that all materials are to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from contracted specifications will be executed only upon written orders and will become an extra charge over and above the contracted price.
2. Any repairs or services resulting from power failures or interruptions, brown outs, phase loss, causing blown fuses and/or tripped switches are not covered and are subject to Time and Material (T & M) charges.
3. CM will use ordinary care in performing maintenance inspections (If this is part of the scope of work) in this agreement but shall not be liable for failure to discover conditions necessitating repairs or replacements, nor shall any inspections be construed as an approval or guarantee of the condition of the equipment.
4. Workmanship labor is covered for one year on new equipment installations and 90 days for replacement parts not covered under the one-year equipment warranty, provided CM supplied the parts and equipment. Equipment and parts are covered by the extent of the manufactures' warranty. Parts replaced as part of an existing manufacturer's warranty will only have the amount of warranty remaining on the original warranty. CM is not responsible for any alterations, additions, adjustments, or repairs made by other contractors and warranty is automatically void, unless authorized or agreed upon by CM in advance of any work. This agreement does not cover any existing equipment such as air cleaners, humidifiers, thermostats that are reused, condensate pumps or any other related item that is not purchased new from CM unless stated otherwise.
5. Warranty work is to be performed during CM's normal business hours but can be performed after normal hours if the customer pays the difference between our standard labor rate and overtime labor rate, All warranties or guarantees may become invalid if any other person or company works on or services the equipment, without CM's written consent. No warranty work will be performed if the customer has any outstanding balance due to CM.
6. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact including the implied warranties of merchantability and fitness for particular use or purpose.
7. CM shall not be liable for any default, delay in performance or extraordinary damage caused by any contingency beyond our control, including war, government restrictions or restraints, strikes, fire, floods, freezing, or short or reduced supply of any material or furnished products.
8. CM shall not be held liable for any expenses incurred in removing, replacing, or refinishing any part of the building structure necessary for CM to perform its obligations under this agreement, unless specifically stated. CM shall not be responsible for any delays, damage, or failure of any covered equipment due to not having proper and reasonable access to equipment including meeting all current safety requirements for access and service clearances per OSHA guidelines, and any Mechanical codes requirements required by local and or National jurisdiction code enforcement. Work stoppage caused by the customer, beyond the control of CM, shall be charged at the hourly rate established with the customer or \$150.00 per man hour whichever is less.
9. CM shall not be liable for system design or performance in maintaining design conditions except through failures of equipment specifically covered herein. If, however, recommendations have been previously made and rejected, these items will relieve CM of any responsibility of property or personal damage of any kind.
10. As the client, you, and any tenant of said premises agree to indemnify and hold CM harmless for injuries to members of the public, employees, or damages to property, which may be caused by the operation of the equipment, whether in our care or control. Under no circumstances will CM be responsible for loss of use, loss of profits, increased operating, or maintenance expense, claims by tenants or clients or any indirect or consequential damages.

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11. Hidden and concealed conditions may result in extra charges. CroppMetcalf is not responsible for damage to or consequential damages from hidden or concealed items. All due diligence will be taken to try to avoid such situations (i.e., chimney, electrical wiring, pipes, wires etc.). CroppMetcalf shall not be held liable for the condition of existing piping, drains, condensate pumps, thermostats, wiring, electrical or chimneys, and the consequential damages of the failure, overflow, or blockage of same. Drywall repair, patching, painting, and carpentry work are not included in the proposal unless specified in writing.
12. For all service contracts, (If part of this scope of work) this agreement presupposes all equipment covered is in satisfactory working condition. Any equipment found in need of repairs upon initial seasonal startup will be reported to the owner promptly with a written estimate stating the cost of repairs. A service agreement shall remain in effect for an initial term of one (1) year and renewal shall be automatic unless terminated earlier with a 30-day written notice from either party. For convenience, the sum due for monthly, quarterly, bi-annual, etc., are billed in equal amounts. The cost and outlay of materials however are not equal and should the agreement be terminated prior to the end of the year the cost will be prorated based on the following breakdown of which maintenances have been performed. (Spring 44% Fall 28%, Winter and Summer 14% each). The percentage of labor and materials Full service and Gold agreements cannot be canceled midyear without penalty; if cancelled, all work previously performed within the current year term will be priced on a time and material basis and the differences if negative returned to the tenant or owner responsible for entering into the agreement, and if positive, the monies will be due immediately to CM.
13. If asbestos is found or is present and interferes with the progress of the job, work will cease until all asbestos is properly removed by owner. CM assumes no liability for the presence of asbestos or remediation thereof.
14. Owner agrees that CM shall not be liable for any mold, mildew and/or moisture related problems, either pre-existing or developing after CM installation/servicing and not directly caused by CM and/or caused by factors outside CM's control. Should owner detect or suspect any problems along these lines, owner shall immediately notify CM. Owner further agrees to indemnify CM for any claims made with respect to these problems or conditions.
15. Title to all goods and/or materials remains with CM until paid for in full by the purchaser. Should purchaser act under title 11 of the United States Code or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full, with CM named as an additionally insured party.
16. The risk of loss of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business, or any other place specifically designated by the purchaser for the delivery. Customer shall carry fire, extended coverage, and any other necessary insurance to meet this risk of loss.
17. Purchaser agrees that any account past due shall be charged 2% per month interest on the unpaid balance (24% per annum). Terms are net due upon substantial completion and receipt of invoice, unless stated or agreed to otherwise.
18. Due to continuing variations in material and labor costs, this proposal is cancelled if not approved by the lesser of; 15 calendar days from the proposal date or the expiration date listed on the signature page of the proposal. In addition, we reserve the right to cancel the accepted contract in the event we are prevented from commencing work within 30 days of the proposal date, either by the customers actions, by failure of our suppliers to furnish us with the equipment and materials on the contract, or by the failure of a utility to provide power or government entity suspends or shuts down the jobsite.
19. Purchaser agrees that in the event this account is referred for collection, purchaser shall be responsible and liable for all collection, court, and attorney's fees and service charges as provided herein.
20. If any statement or clause of these terms and conditions is held unenforceable, it shall not negate any other clause or statement contained herein. This agreement shall be governed by and construed in accordance with Virginia law. Should any disagreement or dispute occur which is not resolved, any suit shall be brought in Fairfax County, Virginia, or the U. S. District Court for the Eastern District of Virginia.

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Limits of liability

To the fullest extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our respective parents, successors, affiliates, approved technicians and Our and their officers, directors, employees, affiliates, agents, contractors or similar parties acting on behalf of either Us or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the cost of work provided for in the "What is Covered Work?" section of this Service Agreement, relating to any work performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any work performed by Us, HomeServe or on behalf of either Us or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We or HomeServe or anyone acting on behalf of either Us or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, CROPP AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:

- 21. **ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM CROPP OR HOMESERVE, WILL BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS.** This arbitration agreement applies to disputes no matter when they arose, including claims that arose before You and We entered into this Service Agreement. This arbitration agreement also applies to disputes involving the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of Cropp or HomeServe. In addition, this arbitration agreement covers any claims or causes of action against Cropp or HomeServe that You may assign or subrogate to an insurer. The American Arbitration Association ("AAA") will administer the arbitration under its Consumer Arbitration Rules. The Federal Arbitration Act applies. Unless You and We agree otherwise, any arbitration hearings will take place in the county where Your Home is located.
- 22. Any party bringing a claim may choose to bring an individual action in small claims court instead of arbitration, so long as the claim is pursued on an individual rather than a class-wide basis.
- 23. **THIS ARBITRATION AGREEMENT DOES NOT PERMIT CLASS ACTIONS AND CLASS ARBITRATIONS.** By entering into this Service Agreement, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** You may bring a claim only on Your own behalf and cannot seek relief that would affect other parties.
- 24. Cropp will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute.
- 25. **BY AGREEING TO ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO PROCEED IN COURT.**
- 26. **IF FOR ANY REASON A CLAIM OR DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, CROPP AND HOMESERVE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY.** This jury trial waiver also applies to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of Cropp or HomeServe.

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