

REQUEST FOR PROPOSAL (RFP) FOR WINDOW GLASS TINTING – LCCC / LMP

THE PENN SQUARE CONDOMINIUM ASSOCIATION

25 SOUTH QUEEN ST

LANCASTER, PENNSYLVANIA, 17603

REQUEST FOR PROPOSAL (RFP) FOR WINDOW GLASS TINTING

ARTICLE I. Introduction

This document is intended to serve as a RFP for the purchase and installation of specified window tint that would be applied to specified interior window glass within the Lancaster County Convention Center (LCCC) and Lancaster Marriott at Penn Square (LMP), referred to as the Facility within this RFP, affecting the spaces known as the Penn Square Condominium (CONDO).

SECTION 1.01 Location

Your bid is for the purchase and installation of window tinting for the interior side of the windows along the LCCC's Queen Street exterior wall and the Watt & Shand Queen Street façade located at the integrated facility of the (LCCC) and (LMP) at 25 South Queen Street, in Lancaster County, Lancaster City Pennsylvania, 17603.

SECTION 1.02 Management

You will be expected to purchase all materials and manage the project.

SECTION 1.03 Contact Information

Please contact Mark Moosic, General Manager, for questions about proposal submission and/or project details; (717) 207-4004.

ARTICLE II. The Project

SECTION 2.01 Scope of Work

- ✓ Purchase 3M™ brand Prestige Series window tint with Nano Technology; rated to reduce ultraviolet light by up to 99.9% and infrared heating by up to 97%.
- ✓ Coordinate from beginning to completion the installation process; including any lift equipment necessary for the project.
- ✓ Prepare the window surfaces for the window tint application.
- ✓ Install the window tinting on the interior side of the window surface.
- ✓ Responsible for all clean up and removal of waste associated with the project during the installation of the project.

SECTION 2.02 Project Specifications

- ✓ LCCC's Queen Street wall windows.
- ✓ Watt & Shand Queen Street façade windows.
- ✓ The two section listed above should be itemized as separate costs; we reserve the right to separate the LCCC Queen Street and Watt & Shand windows into two individual projects and award separate contracts on each and/or complete the projects in two phases.
- ✓ Installation process may be delayed and interrupted due to business demands at the facility; you will need to be prepared to stop and start the installation process for multiple days. Out of area companies need to take this into consideration.
- ✓ Installation will require lift equipment.

SECTION 2.03 Timeline

Milestone:	Date:
✓ Deadline for Proposal	<u>July 11, 2012</u>
✓ Approximate Project Start Date	<u>July 23, 2012</u> ¹

¹ Start date may change based upon business demands at the facility.

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ARTICLE III. The Proposal

SECTION 3.01 Summary of Proposal

a) Expectations:

Contracts will be awarded based on the information presented in the proposals received. We will award contracts based on the proposal expected to be the most beneficial to our project based upon a variety of factors. The facility Management reserve the right to award more than one contract, accept the lowest reasonable price offer, award contract before the proposal deadline listed in the timeline, award contracts before all proposals are received, and refuse any contract without obligation to the company offering the proposal.

b) Proposal Deadline:

All proposals must be submitted to Mark Moosic, the facility General Manager, by 5:00 pm July 11, 2012 to be considered.

c) Selection Criteria:

All offers submitted will be considered based upon the materials provided in the proposal by the deadline for proposal date (Section 2.03). Consideration will be given to the:

- ✓ Submission of proposal is received by the stated deadline (section 2.03).
- ✓ Perceived ability for the proposed company's ability to deliver their services set forth in the proposal.
- ✓ Total cost to complete the project.
- ✓ Product and installation warranties.
- ✓ References & Experience.
- ✓ MUST be a certified approved 3M™ installer.
- ✓ MUST have flexibility to stop and start the installation process due to interruptions due to business demands at the facility.
- ✓ Ability to satisfy insurance requirements.

d) All Responses to be Delivered to:

The Lancaster County Convention Center
Mark Moosic, General Manager
RE: Window Tinting Proposal
25 South Queen Street
Lancaster, Pennsylvania, 17603

IMPORTANT:

To be considered, complete proposals must be received no later than July 11, 2012 at 5:00 pm EST.

Proposals may be submitted electronically to: lccainfo@gmail.com

The proposal requester does not warrant proposals sent via email will arrive.

No bids will be accepted after the deadline date and time.

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ARTICLE IV. Insurance Requirements

4.01 Indemnification: [insert service provider] shall indemnify, defend and hold harmless the Facility, its agents, principals, shareholders, partners, members, officers, directors and employees for any loss and liability incurred by Facility as a result of any damage to the Premises and property located thereon, personal injury occurring on the Premises, or any other claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that directly or indirectly arises as a result of this Agreement. Facility agrees to submit to [insert service provider] in writing a detailed listing of all property damages or personal injuries for which Facility claims [service provider] is responsible, and Facility shall permit [insert service provider] representatives to inspect the property so damaged.

4.02 Insurance: All insurance procured and maintained pursuant to the Agreement shall have such deductibles, limits and coverage's and shall otherwise be in such form as the Facility shall from time to time reasonably specify, be subject to periodic review and adjustment, and shall be issued by insurance companies authorized to do business in the State service is being provided. All insurance shall be obtained from reputable insurance companies of recognized responsibility having a Bests Rating of A-, VIII or better, and otherwise reasonably acceptable to Hotel. All insurance policies shall include an endorsement that such policy shall not be canceled or materially changed without at least thirty (30) days prior written notice to Owner. All coverage's will be primary and non-contributory to any insurance carried by the Interstate Hotels & Resorts, Inc., or its agents. Prior to the commencement of operations under this Agreement, Contractor shall deliver certificates of insurance with respect to all policies so procured and shall deliver certificates.

(1) **Commercial general liability** minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate on a per location basis. Coverage shall include fire legal liability, blanket contractual liability, products and completed operations, personal and advertising injury. Interstate Hotels Company, as Agent for Penn Square Partners and the Lancaster County Convention Center, dba. The Lancaster Marriott at Penn Square and Lancaster County Convention Center. and Interstate Hotels and Resorts, Inc., its subsidiaries and agents shall be added as additional insured's.

(2) **Excess/Umbrella liability insurance** policy with a minimum limit of \$10,000,000 per occurrence event. Coverage shall follow the terms and conditions of the commercial general liability, automobile liability and employer's liability policies.

(3) **Worker's compensation liability insurance** in compliance with all applicable statutory requirements, including employer's liability in the minimum amount of \$1,000,000.

(4) **Automobile liability insurance** in a minimum limit of \$1,000,000 per occurrence for any auto, owned and non-owned autos.

(5) **Employers liability insurance** in a minimum limit of \$1,000,000 per incident.

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4.03 Prior to the commencement of operations at the Facility's premises, Contractor shall provide certificates of all coverage to the risk management department and Facility at the following address:

Interstate Hotels & Resorts, Inc.
Risk Management Department
4501 N Fairfax Drive, Suite 500
Arlington, VA 22203

And; The Lancaster County Convention Center
Attn: Mark Moosic
25 South Queen Street
Lancaster, PA 17603

The certificate of insurance shall state the following:

1. Interstate Hotels Company, as Agent for Penn Square Partners and the Lancaster County Convention Center, dba. The Lancaster Marriott at Penn Square and Lancaster County Convention Center and Interstate Hotels & Resorts, Inc., its subsidiaries and agents are named as Additional Insured's.
2. Primary and non-contributory language: Certificate of insurance must evidence liability coverage is primary and noncontributory to any insurance carried by Interstate Hotels & Resorts, Inc., its subsidiaries and agents.
3. Certificate of insurance must include a waiver of subrogation endorsements.
4. Certificate must include the name and address of the Facility.