



HARFORD
COMMUNITY COLLEGE
DEPARTMENT FOR PROCUREMENT

SOLICITATION NUMBER AND TITLE: **IFB 23B-005
SUSQUEHANNA ARENA SIDEWALK REPLACEMENT**

SOLICITATION DUE DATE AND TIME: **February 8, 2023 2:00 PM LOCAL TIME**

SOLICITATION DOCUMENTS: www.hccweb1.harford.edu/Procurement/solicitationdocuments.asp

DELIVERY LOCATION OF SUBMITTAL: **HARFORD COMMUNITY COLLEGE | PROCUREMENT OFFICE
401 THOMAS RUN ROAD, BEL AIR, MD 21015
CONOWINGO BUILDING STE 105**

SITE VISIT MEETING DATE AND TIME: **January 18, 2023 10:00 AM LOCAL TIME or
January 19, 2023 10:00 AM LOCAL TIME**

PRE-SOLICITATION MEETING LOCATION: **Harford Community College Campus
Susquehanna Arena Parking Lot "S"**

QUESTIONS DUE DATE AND TIME: **January 27, 2023 12:00 Noon, LOCAL TIME**

PROCUREMENT DIRECTOR: **Questions must be received by the date and time noted
above via email to: Christine Carpenter at
ccarpenter@harford.edu**

BID DEPOSIT: **BID DEPOSIT REQUIRED: 5% of BID PRICE**

BONDING REQUIREMENTS: **PAYMENT AND PERFORMANCE BONDS REQUIRED:
100% of BID PRICE**

INSURANCE REQUIREMENTS: **Construction with Installation Floater**

Harford Community College encourages small and minority businesses to respond to and participate in solicitation opportunities.

GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

G1) COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

G2) TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015-1627. NO COLLEGE SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

G3) PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

G4) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

G5) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over

shipments will be subjected to rejection and may be returned at Vendor's expense.

G6) ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

G7) TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

G8) ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original,

G9) INVOICES

Invoices must include the Purchase Order number. Failure to include the Purchase Order number on the invoice may result in delayed payments. Invoices may be emailed to accountspayable@harford.edu. Invoices may be mailed to Harford Community College, Accounts Payable Department, 401 Thomas Run Road, Bel Air, MD 21015. Invoices mailed via USPS may result in delayed payments.

G10) TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax as the exemption does not apply.

G11) INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Vendor shall not constitute acceptance by

the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

G12) WARRANTY

The Vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

G13) INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

G14) HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Coordinator for Campus Operations, Harford Community College, 401 Thomas Run Rd., Bel Air, MD 21015-1627. SDS must identify the contract number under which the products were supplied or used. The successful contractor shall submit Safety Data Sheets on any item requested by the procurement manager or other College official.

G15) MINIMUM SAFETY REQUIREMENTS

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

G16) INSURANCE

The Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Harford Community College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to the College's Procurement Department, and the College shall be named as additional insured on the insurance certificate and all applicable policies.

G17) INDEMNIFICATION

The Vendor shall indemnify, defend, and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. Both parties hereto are subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

The College shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement. The Vendor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this agreement. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of the Vendor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Vendor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. Vendor shall, at all times, keep the College free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from furnishing of services (whether services, work or labor performed, or materials or equipment furnished) by the vendor.

G18) DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government action; nuclear incidents or explosions; acts of God; natural disasters, such as hurricanes, tornados, earthquakes, typhoons, floods, fires or other catastrophic natural event; epidemics or pandemics; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Director of Procurement. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

G19) CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

G20) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

G21) ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of

Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

G22) SUSPENSION OF WORK

The College, unilaterally, may order the Vendor, in writing, to suspend, delay, or interrupt all or any part of the contract for such period of time as he may determine to be appropriate for the convenience of the College.

G23) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

G24) TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

G25) TERMINATION FOR NON-APPROPRIATION

Harford Community College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION

Vendor certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Vendor also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Vendor or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

G28) VENDOR SUSPENSION OR DEBARMENT

The Vendor certifies that is not suspended or debarred from participating in any State of Maryland or Federal contract awards.

G29) INDEPENDENT CONTRACTOR

The Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement

benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

G30) NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and

c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and

d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default

G33) COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Vendor warrants that both the Vendor and/or any subcontractor of the Vendor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986, as amended from time to time (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. Vendor agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages, or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Vendor's or any subcontractor of the Vendor's noncompliance with "IRCA." Vendor agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Vendor with "IRCA". Vendor recognizes that it is the Vendor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

G34) AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222- 54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

G35) POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person or business receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting

period to a candidate for elective office in any primary or general election.

G36) FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

G37) REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

G38) FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

G39) ASSURANCE OF NON-CONVICTION OF BRIBERY

The Vendor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any college, any state, or the Federal Government.

G40) MARYLAND PUBLIC INFORMATION ACT

The Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

G41) AUDIT

The Vendor shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Vendor and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

G42) RECORD RETENTION

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

G43) COMPLIANCE WITH LAWS

The Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

G44) MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

G45) VENDOR'S PRESENCE ON CAMPUS

The Vendor or Vendor's subcontractor will be required to have proper identification showing Vendor's or subcontractor's name and technician name at all times while on campus. The Vendor agrees that all employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers in enforcing rules, regulations and in internal security and theft control. The College shall have no responsibility for loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies and other personal property of vendor or its employees, subcontractors, or materialmen. Vendor's employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of: **No Tobacco Use of Any Kind on Campus including private vehicles.**

G46) NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide covered telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or

services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

G47) CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk.

G48) ASSIGNMENT

The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College

G49) SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G50) PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College, obtained in advance.

G51) RESERVATIONS

The College reserves the right to accept or reject any and all submittals in whole or in part, received as a result of any solicitation; to waive minor technicalities, or to negotiate with any or all responsible Vendors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College reserves the right to reject the submittal of a Vendor who, investigation shows, is not currently in a

position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

The College reserves the right to make such investigation as it deems necessary to determine the ability of the Vendor to provide the required services, and the Vendor shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Vendor is fully qualified to execute and complete the contract, the submittal may be rejected.

The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

G52) SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

HARFORD COMMUNITY COLLEGE
FORMAL SOLICITATION (RFP/IFB/RFQ)
TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition to the General Terms and Conditions

FS1) SOLICITATION ADVERTISEMENT AND SOLICITATION DOCUMENTS

Harford Community College solicitations are posted on the eMaryland Marketplace Advantage website, www.procurement.maryland.gov, for public notification only.

The Harford Community College's Procurement Bid Board is the only official repository of solicitation documents and any addenda, if posted. It is incumbent on Vendors to monitor Harford Community College's Procurement Bid Board to ensure that they have received the correct information, complete documents and any addenda. The College assumes no responsibility for verbal communications. Failure to monitor Harford Community College's Procurement Bid Board may result in a non-receipt of important information prior to the due date which may result in the rejection of a submittal.

Harford Community College's Procurement Bid Board may be accessed [here](#) or via the following link: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>.

FS2) ADDENDA

Should any vendor find discrepancy in the solicitation documents, or should the vendor be in doubt as to their meaning or intent of any part thereof, the vendor must, prior to questions due date and time, request clarification from the Director of Procurement in writing, who will clarify via a posted addendum on the Harford Community College Procurement Bid Board. All posted addenda shall form a part of the contract. The College will assume no responsibility for oral communications. Posted addenda must be acknowledged in the appropriate area of the solicitation submittal. Failure to acknowledge posted addenda may render the submittal as non-responsive.

FS3) FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed envelope, prominently marked with the solicitation number and title, the due date and time, and the name of the vendor. Required submittal documents must be completed in ink and signed by a person authorized to bind the vendor to a contract, if offered. Only original wet signatures or digitally certified electronic signatures will be accepted. Solicitation responses via email or facsimile shall not be accepted. When pricing is requested in both words and figures, the sum written in words shall govern in the case of any discrepancy. The College shall not pay any expenses incurred in the preparation or submission of any solicitation response. The College reserves the right to

consider informal any bid not prepared in accordance with instructions. Conditional or qualified submittals may be rejected.

FS4) CANCELLATION

The College may cancel or withdraw any solicitation, in whole or in part, at any time.

FS5) LATE SUBMITTALS

Submittals are due according to solicitation requirements. Submittals received after the specified due date and time will not be accepted.

FS6) SPECIFICATIONS / ALTERNATES COMPLIANCE

The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described. Failure to request clarification(s) by the questions due date and time is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Vendor in their submittal, however, the College reserves the right to reject any alternate(s) and require the specifications to be adhered to as indicated in the specifications.

FS7) VALIDITY

Submittals must be valid for a period of ninety (90) calendar days following the due date. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the College and the vendor.

FS8) WITHDRAWAL

Submittals may be withdrawn by the vendor at any time prior to the due date and time for the solicitation. Request for withdrawal must be made in writing to the College's Procurement Department.

FS9) ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before responding to a solicitation. Failure to do so will be at the Vendor's own risk; relief cannot be secured on plea of error.

FS10) SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be submitted to the Procurement Department at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above. The Director for Procurement will determine when

the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director for Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

FS11) PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

FS12) BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

FS13) MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

F14) CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

FS15) RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

FS16) COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the vendor. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

HARFORD COMMUNITY COLLEGE
CONSTRUCTION TERMS AND CONDITIONS

Construction Terms and Conditions are in addition to
The General Terms and Conditions and
Formal Solicitation Terms and Conditions

C1) BONDING REQUIREMENTS

BID/PROPOSAL SECURITY:

For construction solicitations estimated to exceed \$100,000.00, Contractor's submittal must be accompanied by a bid/proposal security. Security may be a bond issued by a Surety licensed in the State of Maryland, properly executed in favor of the Board of Trustees of Harford Community College in an amount not less than five percent (5%) of the Contractor's submitted price or may be a Cashier's check, in an amount of not less than five percent (5%) of the submittal price. Submittals received without security will be rejected. Contractors who submit a cashier's checks as security for projects requiring performance and payment bonds must state on their submittal the name and address of the Surety that will furnish such bonds. Attorney-in-fact that executes the required bonds on behalf of the Surety shall affix thereto a certified and current copy of his power of attorney. Bid/proposal security will be returned to unsuccessful Contractors within 48 hours after the College and the awarded Contractor have executed the contract. If no contract is executed within ninety (90) days after the solicitation due date, bid/proposal security will be returned upon demand, provided that the Contractor has not received notice of intent to award.

PAYMENT AND PERFORMANCE BOND:

For construction contracts exceeding \$100,000.00, prior to contract execution, the successful Contractor shall deliver to the College a Performance Bond and a Payment Bond in the amount of 100% of the contract amount covering faithful performance of the contract. Should additional work be added to the Contract arising from this bid, the College may, at its discretion, ask for and the Contractor shall provide, additional bonding covering both the additional work and guarantee thereon. In the event of contract termination for cause as provided for in the **General Terms and Conditions**, the College shall immediately serve notice upon the Contractor and the Surety, and the Surety shall have the right to assume and perform the contract. Should the Surety fail to commence performance thereof within ten (10) calendar days of such notice, the College shall have the right to take over and complete the contract, and the Contractor and the Surety shall be liable for any excess costs incurred thereby.

C2) RETAINAGE

The College shall make progress payments on account of the Contract Price on the basis of the approved Contractor's Applications for Payment. If specified in the solicitation document, the College shall retain a portion of

the amount due the Contractor in accordance with the following:

a) Withholding may be five percent (5%) of the payment claimed.

b) Any reduction in the percentage shall be made at the sole discretion of the College and will be considered only if the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

c) The College may retain up to ten percent (10%) withholding if the Contractor is not making satisfactory progress or if there is other specific cause for such withholding.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed but, in each case, less than the aggregate of payments previously made and less such amounts as the College may withhold, including but not limited to, liquidated damages, in accordance with the Contract.

Upon Final Completion and acceptance of the work by the College, the College shall pay an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the work completed, less any liquidated damages assessed

C3) LIQUIDATED DAMAGES

If specified in the solicitation document, the Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time for completion. It is expressly understood and agreed, by and between the Contractor and the College, that the time for completion, takes into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the College, then the Contractor does hereby agree, as a part of consideration for the awarding of the contract, to pay to the College the amount set forth in the specifications for each calendar day past the date of Final Completion, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day or as otherwise described in the specifications, that the Contractor shall be in fault after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the College because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the College would in such event sustain, and said amount is agreed to be the amount of damages which the College would sustain and said amount shall be retained by the College from the payments due the Contractor.

C4) PERMITS, LICENSES, CERTIFICATES

The Contractor shall obtain and pay for all necessary permits, licenses, and/or certificates, unless otherwise specified herein.

C5) STANDARD OF PERFORMANCE

The Contractor agrees to complete the work specified herein in good, workmanlike fashion, with that standard of care, skill and diligence normally provided by like professional organizations in the performance of similar services. The Contractor shall permit inspection of its operations, at any time, by the Board of Trustees of Harford Community College or its authorized representatives, to determine that standards of quality are being met.

C6) MATERIALS

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, construction equipment and machinery, tools, utilities, water, transportation and other services and facilities necessary for the completion of the work, whether temporary or permanent. The Contractor warrants that all materials and equipment shall, unless otherwise specified, be new and that all work will be of good quality, free from faults and defects and in conformance with the specifications. The use of a brand or manufacturer's name in the description of any item is meant to indicate the quality, style, type or character or the article(s) desired, and shall be the basis upon which submittals are submitted and evaluated; it is not intended in any way to restrict competition.

C7) SUBSTITUTIONS

Articles offered by the Contractor must equal to those specified by the solicitation. Requests for substitutions must be in writing, accompanied by documentary proof of equality from the manufacturer or supplier, and a statement of any credit or extra involved. Such requests shall not be considered a valid cause for delay. The decision of the College with regard to any such request shall be final in all cases, and no substitutions shall be purchased or installed without written approval.

C8) SHOP DRAWINGS

The Contractor shall review and submit for approval all shop drawings, schedules, and samples required. The College will check and approve same for conformance with the design concept and compliance with the contract documents, and all work shall be in accordance with approved submittals.

C9) LAWS AND REGULATIONS, ROYALTIES AND PATENTS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work, and promptly notify the College if the specifications or drawings are at variance therewith.

Should the Contractor knowingly perform work contrary to such laws or regulations, and without such notice, he shall bear all costs arising therefrom. The Contractor shall pay all royalties and license fee and shall defend all suits or claims for infringement of patent rights, and save the College harmless from loss on account thereof.

C10) CONTRACTOR'S EMPLOYEES, SAFETY & SECURITY

The Contractor shall at all time enforce strict discipline and good order among its employees, who shall be thoroughly experienced in the particular class of work for which they are employed. The Contractor shall supervise and direct the work using the best skill and attention to detail and shall be solely responsible for the adequacy, efficiency and safety of the plant, equipment, and methods, and for coordination of all work performed under the contract. The Contractor shall be represented at all times at the site by a supervisor or foreman satisfactory to the College, who shall meet with its representative regularly to ensure coordination of schedules and enforcement of College policy.

The Contractor shall provide to the College's representative the qualifications of the site supervisor or foreman with evidence of their ability to manage the day-to-day operations of the project. The Contractor shall be responsible to the College for the acts and omissions of its employees, subcontractors and their agents or employees, and other persons performing any work under the contract. In the event of an accident or injury of any kind, the Contractor shall immediately notify the College's Public Safety officers and furnish information for a full written report of the incident.

C11) SUBCONTRACTORS

The Contractor shall submit for approval a written statement concerning proposed award to any subcontractor, furnishing such information as the College may require, and shall not award work to any subcontractor until the College's written approval is secured. The Contractor shall be as fully responsible to the College for the acts and omissions of its subcontractors, and their agents or employees, as it is for the acts of person directly employed. Contracts between the Contractor and the subcontractor(s) shall require each subcontractor to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the College, insofar as applicable to the extent of the subcontractor's work. Nothing herein shall create any contractual relationship between any subcontractor and the College.

C12) HAZARD COMMUNICATION PROGRAM

Contractors, subcontractors and their employees are required to exchange information with the College if they will be working in an area that uses or stores

hazardous chemicals or if they will be bringing or using hazardous chemicals on the College campus. Contractors, subcontractors and their employees shall be permitted to view the Chemical Information Lists and the Safety Data Sheets (SDS) for all chemicals in the work area and shall be informed of the availability of the College's Hazard Communications Program. This information exchange shall be conducted by the College's Coordinator for Campus Operations. If applicable, the Contractors, subcontractors and their employees shall provide verification of Hazard Communication training by submitting a completed College "Verification of Contracted Employees Training" form to the College's Environmental and Occupational Health Office.

C13) ACCESS TO SITE, INSPECTIONS, CONCURRENT OPERATIONS

The College and its authorized representatives shall at all times have access to the work, to ensure that all instructions, terms and conditions and specifications are being strictly adhered to. The Contractor shall provide proper facilities for access. If the instructions, specifications, or any laws or ordinances require specific approvals or inspections, the Contractor shall give the College or other authority timely notice of its readiness of same. If any work should be covered up without such approvals or inspections, the College may require that it be uncovered at the Contractor's expense. The College reserves the right to perform work with its own forces, or to award separate contracts for work at the site under these, or similar, conditions. The Contractor shall cooperate with the College to ensure that all work progresses in a manner that does not unduly conflict with these activities or with normal operations of the College.

C14) USE OF PREMISES, RESPONSIBILITY FOR TOOLS, MATERIALS, ETC.

The Contractor shall confine its equipment, storage of materials, and operations to the limits indicated by law, ordinances and the directions of the College, and shall not unreasonably encumber the premises with these materials. The Contractor shall store equipment and materials in such orderly fashion as will not unduly interfere with the progress of the work, the work of other contractors, or the routine operations of the College. The Contractor shall dispose of refuse, scrap, and debris daily, and ensure that the worksite has an orderly and workmanlike appearance at all times. The College shall have no responsibility for the loss, theft, disappearance of or damage to, equipment, tools, materials, or personal property of the Contractor or its employees, subcontractors, or materialmen, which may be stored at the jobsite.

C15) TIME

All time limits stated herein are of the essence to the contract; thus, the Contractor shall expedite the work and achieve substantial completion within those limits.

C16) PROTECTION OF PUBLIC, WORK AND PROPERTY

The Contractor shall take all necessary precautions to ensure the safety of employees on the worksite and other persons who may be affected thereby, and comply with all applicable federal, state and municipal safety laws, ordinances, rules and regulations, and orders of public authorities. The Contractor shall be responsible for initiating and maintaining all safety programs, including erection of safeguards for the protection of workmen and the public required by the progress of the work. The Contractor shall give all notices and post all required signs warning against hazards created by such features of the work, including, but not limited to, stairways, hatchways, hoists, scaffolding, and falling materials. The Contractor shall advise the College of the name of a member of its organization on the worksite responsible for enforcement of the above requirements. The Contractor shall at all times provide reasonable protection to prevent damage or loss to the work and all equipment and materials to be incorporated therein, as well as other property at or adjacent to the worksite. The Contractor shall promptly make good any such damage or loss it caused, or by its subcontractors, or anyone directly or indirectly employed, or for whose acts any of them may be liable, except for damage or loss directly attributable to the College, or to errors in the contract documents. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

C17) CHANGES IN THE WORK

The College may order additions or modifications to, or deletions from the work specified, and the contract prices and time may be adjusted accordingly by written change order. The cost or credit for changes shall be based upon one or more of the following:

- 1) unit prices previously approved; and/or
- 2) a lump sum determined by mutual agreement; and/ or
- 3) the actual cost of direct labor, direct materials,

plus overhead and profit at a fixed fee determined by mutual agreement. No claims for extra work or costs shall be allowed except upon issuance of a written change order from the College. The Contractor shall furnish an estimate of such costs with his request, and must furnish such bills, vouchers and payrolls as the College may request to support such claim(s).

C18) CHANGE ORDER RATES AND PRICING

1) The billing rate for labor on a time and material basis shall be limited to the actual per hour cost of base wage, fringe benefits, employment taxes, workers comp.,

and insurance, plus a 10% markup on the base wage component only to cover overhead, plus a 5% mark-up on the base wage component only to cover profit, not compounded. Superintendent's time will not be allowed.

2) The price for materials or supplies on a time and material basis shall be limited to the actual purchase price, as paid by the contractor, including any discounts, for materials actually incorporated into the extra work, plus a markup of 10% on materials and supplies with a value up to \$1,000.00, or a markup of 7% on materials and supplies with a value between \$1,000.00 and \$2,000.00, or a mark-up of 5% on materials and supplies with a value greater than \$2,000.00. There shall be no markup on sales tax.

3) The price for rental of vehicles, heavy equipment, or machinery on a time and material basis shall be limited to the actual daily costs, but not to exceed 100% of the current rates recommended by the Associated Equipment Distributors® based on the following schedule: If the time of use is 3 days or less, figure hourly rates from the schedule of rates per day; if time of use is more than 3 days and less than 3 weeks, figure the hourly rate from the schedule of rates per week; if time of use is more than 3 weeks, figure the hourly rate from the schedule of rates per month; to compute hourly rate, use 8 hours per day, 40 hours per week, 176 hours per month.

4) The markup by the Contractor for work performed by a subcontractor, for any extra work, shall not exceed 5%. It is the prime contractor's responsibility to see that work performed by a subcontractor on a time and material basis shall be in accordance with items 1, 2, and 3 above.

C19) UNCOVERING AND CORRECTION OF WORK

If re-examination of questioned work is ordered by the College or its authorized representative, the Contractor must uncover that portion, and, if it is found to be defective or non-conforming, must bear all costs of uncovering and correction. Should the work be found in accordance with the specifications, or if the defects are determined attributable to another contractor, the costs of uncovering and replacement will, by written change order, be assumed by the College.

C20) WARRANTY

The Contractor shall correct, at his own expense, any work found to be defective or non-conforming within one (1) year after final acceptance, or such longer period as may be prescribed by law or any applicable special warranty. This provision is applicable to work of subcontractors, as well as direct employees of the Contractor.

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1.0 PURPOSE AND OBJECTIVE

The purpose of this IFB is to contract with a construction firm to provide labor, equipment, materials, insurance, bonds and supervision to remove existing sidewalk and install new sidewalk on the Harford Community College campus.

No pre-bid conference will be held for this solicitation; an accompanied site visit is **STRONGLY ENCOURAGED**. Available dates and times are:

Wednesday, January 18, 2023 at 10:00 AM

-OR-

Thursday, January 19, 2023 at 10:00 AM

Bidders shall meet at the Susquehanna Arena "S" lot (see campus map for location). Contact Michael Channell, Project Manager, via email at mchannell@harford.edu to confirm attendance.

2.0 INSURANCE REQUIREMENTS

2.1 Policy Requirements

- A. Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015, and its elected or appointed officials, and employees are to be named additional insured, designated in the Description of Operations Box, and must be listed as the Certificate Holder on the Certificate of Insurance.
- B. Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract. Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.
- C. Insurance coverage will be evidenced by Certificate of Insurance issued directly to the College and provide thirty (30) days written notice of cancellation or material change in coverage.
- D. It shall be permissible for required liability limits to be met by combination of one or more policies.
- E. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors. Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.
Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

- G. Contractor shall obtain insurance in the specified minimum coverages and for himself and his subcontractor in connection with providing goods and services under this Contract.
- H. The Contractor agrees to indemnify and save harmless Harford Community College, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), against loss or damage arising from the Contractor's failure to comply with and qualify under any laws, or which the College may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor. the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor shall promptly take over and defend any such claim or action
- I. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford Community College and its elected or appointed officials, related entities and employees to be additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of Workers' Compensation, to any coverage or self-insurance program available to the College and shall include waiver of each insurer's rights of subrogation in favor of the College.
- J. It is understood that the coverages stated are minimums only. Contractors or Subcontractors may, at their own cost and expense, obtain insurance additional to that required by the College under this Contract.
- K. All required insurance, with the exception of Workers' Compensation, shall be primary and non-contributory to any coverage or self-insurance program available to the College, and shall include waiver of each insurer's rights of subrogation in favor of the College.
- L. The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- M. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor, shall be required at any time to pay any sum because any employee of Contractor or its Subcontractor is or shall be considered as the employee of the

College as provided in such Workers' Compensation laws, the Contractor shall repay to the College such sums paid by the College.

- N. Evidence satisfactory to the College that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.

2.2 Construction with Installation Floater Insurance Coverage Requirements

Prior to contract execution and during the progress of the work, the Contractor shall provide and maintain the insurance set forth below.

Type of Coverage	Limits
Workers' Compensation and Employer's Liability	Statutory Limits for Maryland \$100,000 per accident \$100,000 disease each employee \$500,000 disease policy limit
General Liability (including bodily injury, property damage, personal and advertising contractual, premises, ongoing operations, products and contracts with operations liability)	\$1,000,000 each occurrence \$1,000,000 personal injury, & advertising injury \$2,000,000 general aggregate per project \$2,000,000 products & completed operations aggregate \$3,000,000 general aggregate for contracts with high-risk features
Business Automobile Liability (covering owned, hired, non-owned vehicles)	\$1,000,000 combined single limit \$3,000,000 per accident (if contract involves heavy and equipment)
Umbrella Excess Liability (following form of Primary General, Auto, and Employers Liability)	\$1,000,000 each occurrence \$2,000,000 aggregate
Contractor's Pollution Liability (Occurrence Form)	\$1,000,000 each event \$1,000,000 aggregate
Installation Floater	Contract Price, including materials while in transit or temporary storage

3.0 SCOPE OF WORK AND SPECIFICATIONS

3.1 Scope of Work

- A. The project consists of removal and installation of sidewalk at the Susquehanna Arena on the College's main campus. See section 3 for specifications.

- B. The work shall begin on October 24, 2022 and be completed in its entirety no later than January 13, 2023.
- C. The Campus will be in operation during the construction period. The selected firm shall provide traffic control at all times and insure a safe working environment. Project sites shall be kept clean, neat and organized. All work sites shall be enclosed in orange plastic safety fence. It is the Contractor's responsibility for removal and replacement of signs to facilitate work. Restoration of any damage to the College's property (buildings/grounds) will be the Contractor's responsibility.
- D. Mobilization, set up of contractor equipment, parking, dumpsters etc. shall be coordinated with the College's representative at the pre-construction meeting.
- E. The Contractor shall:
 - 1. Provide a 24-hour emergency contact phone number.
 - 2. Provide a project schedule at the pre-construction meeting.
 - 3. A qualified, English-language speaking superintendent on the project premises at all times. Any change in supervision shall be communicated to the College's Project Manager immediately.
 - 4. Attend progress meetings during the course of the project.
 - 5. Any RFI's or issues shall immediately be brought to the attention of the College's Project Manager.
 - 6. A two-year (2) Contractor's workmanship warranty to the College prior to final payment that shall cover any issues resulting from the construction.
- F. Project Specifications:
 - 1. Sawcut and remove the asphalt that is over top of the concrete gutter pan.
 - 2. Remove and dispose of the existing concrete curb and gutter and concrete sidewalk.
 - 3. Raise existing inlet to match the elevation of the new curb and gutter.
 - 4. New curb and gutter to match existing asphalt in elevation.
 - 5. Expansion joints in new curb and gutter to be installed per Harford County codes.
 - 6. New curb to be painted Red.
 - 7. Form and pour new concrete sidewalk to match existing sidewalk in size. Concrete to be a minimum of four inches thick. Expansion and control joints to match existing sidewalk. All expansion joints are to be caulked.
 - 8. New sidewalk to be installed per Harford County codes.
 - 9. All concrete must be air entrained 4,000 psi concrete.
 - 10. Concrete is to be poured at no greater than a 4 slump.
 - 11. Welded wire is to be installed prior to pouring concrete.
 - 12. Concrete slab bolster chairs are to be installed to elevate welded wire fabric per manufacturer's recommendation.
 - 13. All concrete is to be sealed with a quality concrete sealer approved by Harford Community College Project Manager.

14. Any asphalt damaged by the contractor must be repaired with Superpave Hot Mix asphalt. Cold patching will not be permitted.
15. Any damage to grass area's must be regraded, seeded and stabilized with curlex to the College's satisfaction.
16. The contractor is responsible for hiring a testing inspection firm to inspect the wire placement, form work, concrete cylinder's, slump, and must provide the college with all inspection reports.
17. The areas of work will be marked and shown at the Mandatory site visits.
18. Exact measurements and quantities are the contractor's responsibility.
19. One lane of roadway must be kept open during construction. Work area must be kept safe, clean and neat throughout construction. Work area must be isolated with safety cones, caution tape or any other means necessary.
20. Project to start on March 20, 2023 and be completed by April 7, 2023.
21. Liquidated Damages shall be \$250.00 per calendar day beyond April 7, 2023.

4.0 QUALIFICATIONS, COMPANY PROFILE, REFERENCES AND SUBCONTRACTORS

- 4.1 Bidders shall submit a company profile to include, at a minimum, the background and history of the company, size of the company, including the number of employees, annual sales volume for each of the past three (3) years and type of work performed by the company.
- 4.2 Submit three (3) references on the form provided in this solicitation package and in accordance with the instructions herein.
- 4.3 Bidder must have at least five (5) years' experience in work of similar nature and scope.
- 4.4 Bidder must provide a listing of potential subcontractors, if any.

BUILDING INDEX

A Aberdeen Hall	HSC Harford Sports Complex Building
P Amoss Center	H Havre de Grace Hall
APG APG Federal Credit Union Arena	D Hays-Heighe House
B Bel Air Hall	HC Hickory Center
BC Belcamp Center	J Joppa Hall
C Chesapeake Center	L Library
CO Conowingo Center	M Maryland Hall
DH Darlington Hall	O Observatory
E Edgewood Hall	SC Student Center
F Fallston Hall	S Susquehanna Center
FHC Forest Hill Center	

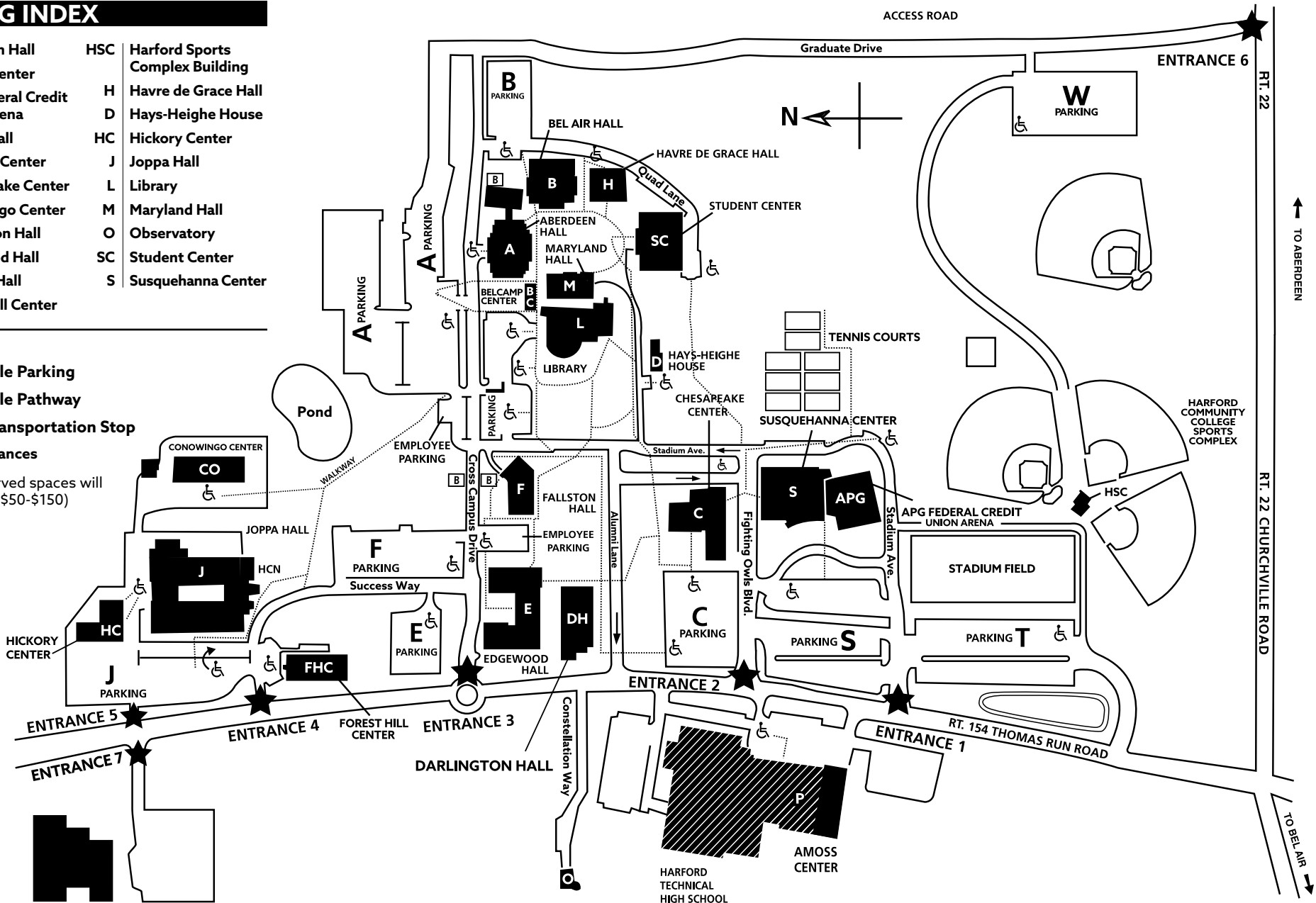
 Accessible Parking

 Accessible Pathway

 Public Transportation Stop

 Main Entrances

Parking in reserved spaces will result in a fine (\$50-\$150)



TOWSON UNIVERSITY
IN NORTHEASTERN MARYLAND

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air Maryland 21015

IFB 23B-005 SUSQUEHANNA ARENA SIDEWALK REPLACEMENT

All bids must be fully and properly executed, securely sealed, and marked with the number and title of the bid. Envelopes shall be addressed to the Procurement Department at the address above.

Bids must be received in the Procurement Office located in the Conowingo Center building, Room 105, at the College not later than the public opening scheduled for **2:00 PM, Wednesday, February 8, 2023.**
Late bids will not be accepted.

To be considered responsive, each bid submitted must, at a minimum, include the following documents:

1. Bid form, completed and signed; (page 8-9)
2. Solicitation Affidavits, completed and signed; (page 10)
3. Company profile of contractor (see section 4.1)
4. References on the form provided; (see section 4.2)
5. Listing of potential subcontractor(s) (see section 4.4)

BID OF: _____ DATE _____
(Firm Name)

In accordance with the foregoing Instructions, General and Supplementary Terms and Conditions, and Specifications, including Addenda No. _____, _____, _____, _____, and _____ thereto, I/we submit the following for evaluation:

1. **LUMP SUM PRICE**

- 1.1 Provide labor, supervision, materials, insurance and equipment replace concrete sidewalk at the Susquehanna Arena as specified in the specifications described herein.

_____ DOLLARS \$ _____
(Figures)

2. **TIME OF COMPLETION:**

Bidders shall confirm that all work shall be begin on March 20, 2023 and be completed no later than April 7, 2023 provided that an award is made by March 15, 2022. _____ (Initial Here)

3. **EXECUTION:** The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after its opening, to execute the contract in accordance with the bid as accepted, and to render and payment and performance bonds and a certificate of insurance within ten (10) calendar days after notification of award.

_____	_____
Firm	Authorized Signature
_____	_____
Street Address	Typed/Printed Name
_____	_____
City,State,Zip	Title
_____	_____
Telephone	Email

If a corporation state:

Name of president: _____

Name of secretary: _____

Under laws of what state incorporated: _____

Minority Business Certification: (Please check one)

MBE WBE Not applicable

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air Maryland 21015

REFERENCES

SOLICITATION: **IFB 23B-005 SUSQUEHANNA ARENA SIDEWALK REPLACEMENT**

Each firm must furnish three (3) references of recent, within three (3) years, prior work comparable in nature and scope to the requirements of the captioned solicitation.

1. Firm Name _____
Address _____

Telephone: _____ Fax: _____
Project: _____
Contact _____
Email _____
Project _____

2. Firm Name _____
Address _____

Telephone: _____ Fax: _____
Project: _____
Contact _____
Email _____
Project _____

3. Firm Name _____
Address _____

Telephone: _____ Fax: _____
Project: _____
Contact _____
Email _____
Project _____

BID OF: _____
FIRM NAME

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NO BID REPLY FORM

SOLICITATION: **IFB 23B-005 SUSQUEHANNA ARENA SIDEWALK REPLACEMENT**

Dear Sir or Madam:

To assist us in obtaining good competition on our invitation for bids, we ask that each firm that has received a solicitation package, but does not wish to submit a bid, state their reason(s) below. This information will not preclude receipt of future solicitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- 1. We do not sell the items/services for which proposals are requested.
- 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- 3. We cannot submit a bid because of marketing or franchising policies of the manufacturing company.
- 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- 5. Other commitments preclude our participation at this time.
- 6. We do not wish to participate in the bid process.
- 7. We do not wish to submit a bid under the terms and conditions of the Invitation for Bid document.

Our objections are: _____

- 8. We do not wish to sell to Harford Community College. Our objections are: _____

- 9. Other: _____

Remarks: _____

Firm Name _____

(PLEASE PRINT)

Authorized Signature _____

We wish to remain on the Bidder's List.

We wish to be removed from the Bidder's List.