



SOLICITATION NUMBER AND TITLE: **IFB 25B-001 THEATRICAL LIGHTING EQUIPMENT**

SOLICITATION DUE DATE AND TIME: **October 8, 2024** **11:00 AM LOCAL TIME**

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

PRE-PROPOSAL MEETING DATE AND TIME: **September 17, 2024** **11:00 AM LOCAL TIME**

PRE-PROPOSAL MEETING LINK: **[TEAMS MEETING LINK](#)**

QUESTIONS DUE DATE AND TIME: **September 23, 2024** **11:00 AM LOCAL TIME**

PROCUREMENT AGENT: **Questions must be received by the date and time noted above via email to: Dave Pyle at: dpyle@harford.edu**

BID DEPOSIT: **NONE**

BONDING REQUIREMENTS: **NONE**

INSURANCE REQUIREMENTS: **Basic**

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 COD 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 and statements should be emailed to accountspayable@harford.edu. The purchase order number should be included on the invoice. Failure to do so will result in delayed payment. Invoices can be mailed to Harford Community College Attn: Accounts Payable 401 Thomas Run Road, Bel Air, MD 21015 Invoices sent by USPS will delay processing of payment.

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 Board of Trustees of 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 it is not suspended or debarred from participating in any State of Maryland or Federal contract awards. ssss

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.

INSURANCE REQUIREMENTS

A. Harford Community College and its elected or appointed officials, related entities, and employees shall be named as Additional Insureds with respects to General Liability (for both Ongoing and Completed Operations), Auto Liability, Pollution Liability, and Umbrella Liability policies, all of which must be primary and noncontributory with respect to the additional insureds. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Pollution, Excess or Umbrella, and Workers Compensation policies in favor of additional insureds.

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) calendar 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.

F. Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

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 hereby agrees to indemnify 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, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents,

INSURANCE REQUIREMENTS

contractors, or employees contingent upon an appropriation by the Maryland General Assembly and subject to the limitations the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "State Government Tort Claims Act"). The College is 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 College is 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.

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.

O. If required: Builders Risk Insurance must list Harford Community College as either the First Named Insured or as an Additional Named Insured. The policy should include a provision allowing the building or structure to be partially occupied without negative effect on the policy's coverage.

BASIC 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.

<u>Type of Coverage</u>	<u>Limits</u>
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 injury, contractual, premises, ongoing operations, products and completed operations liability)	\$1,000,000 each occurrence \$1,000,000 personal & 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, and non-owned vehicles)	\$1,000,000 combined single limit \$3,000,000 per accident for contracts that involve heavy equipment
Umbrella Excess Liability (following form of Primary General Liability, Auto Liability And Employers Liability)	\$1,000,000 each occurrence \$1,000,000 aggregate

PURPOSE AND OBJECTIVE

This bid is to procure Theatrical Lighting Equipment from a single awarded vendor for the new theater located in the new Chesapeake Welcome Center building on the Harford Community College campus in Bel Air, Maryland. Installation will not be required of the winning bidder.

A virtual pre-bid meeting will be held on September 17, 2024 at 11:00AM. The meeting link is below:

[Prebid Meeting Link](#)

Any requests for equipment substitutions must be submitted by the questions due date and time via email to Dave Pyle at DPyle@harford.edu. No request for substitutions will be accepted after this date and time. Results of any substitution requests will be posted in addendum format on the College's Bid Board.

Bids will be publicly opened thirty minutes after the due date and time in the Conowingo Building Conference Room.

The College intends on awarding this contract to a single vendor, but reserves the right to add or delete quantities or items as needed.

Bid Submittal:

The bid package must include the following documents. Failure to include required documents may render the bid submittal as non-responsive:

- Bid Form
- Company Profile, to include:
 - Bidder must show at least ten (10) years' experience in work of similar nature and scope, the background and history of the company, including the number of employees and annual sales volume for each of the past five (5) years.
- Solicitation Affidavits
- References
 - References must be from a theater project of similar size, scope, quality and quantity.

SECTION 265561 – THEATRICAL LIGHTING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section specifies loose theatrical lighting equipment, including the following:

- 1. Lighting Fixtures
- 2. Fixture Accessories
- 3. Lighting Control Console & Accessories
- 4. Power Distribution
- 5. Cable Assemblies
- 6. Stage Hardware
- 7. Tools, Storage & Supplies

- B. Work not included:

- 1. Theatrical Lighting Controls
- 2. Installation of fixtures (by Owner)

1.3 ACCEPTABLE VENDORS

- A. The equipment specified herein shall be supplied by a vendor with experience working in the entertainment industry. A vendor must have 10 years in providing theater equipment and must provide a minimum of 3 references showcasing similar equipment of a similar size and scope to reflect the intent of this solicitation.

1.4 SUBMITTALS

- A. Submit a complete bill of materials for each product listed herein.
- B. Submit product data sheets for all items for approval prior to shipment.
- C. Submittal sheet size shall be uniform. Submittals of more than 5 sheets shall be bound.
- D. Submittals shall be revised and resubmitted as required.

1.5 QUALITY ASSURANCE AND STANDARDS

- A. Instruments shall be fabricated according to the standards of Underwriters' Laboratories, Inc. and shall be labeled to attest UL listing.
- B. Warrant the equipment to be free to defects in materials and workmanship for a period of one year from the date of acceptance by the Owner. The warranty shall specifically include, but not be limited to, lamp sockets, lenses, shutters, and clamps. If any item proves defective within the warranty period it shall be replaced at no cost to the Owner.

PART 2 - PRODUCTS

2.1 GENERAL FABRICATION REQUIREMENTS

- A. Instruments shall be free of light leaks and spurious reflections adjacent to their fields.
- B. Instrument fields shall be visually uniform and without hot spots, holes, stripes, or rings.
- C. Instruments shall be ventilated and/or conductively cooled to maintain temperature ratings set by lamp manufacturers.
- D. Fixture exterior finishes shall be matte black.
- E. Manufacturer's nameplates shall be inconspicuous, with letters not exceeding 1/2" (13mm) high.
- F. Pigtails shall be 3'-0" (1M) long unless otherwise noted.
- G. Pipe clamps shall be C-Clamp type for 1.9" (48mm) O.D. pipe unless otherwise noted. Pipe clamps shall be fitted with a spacer between clamp and yoke to permit 360° rotation.
- H. Color frames, safety cables, top hats, donuts, barn doors, clamps and other similar accessories shall be matte black.

2.2 LIGHTING FIXTURES

- A. Furnish the following theatrical lighting fixtures:
 - 1. Description: EclProfile CT+ LED Ellipsoidal, Black finish
Manufacturer: Prolights #ECLCTPLUSBK
Connector: PowerCon True1 Power-Input with 5'-0" cable and Edison connector attached, see accessories section
Quantity: 140
 - 2. Description: EclPar IPMFC LED Par, Black finish
Manufacturer: Prolights #ECLPARIPMFCBK
Connector: PowerCon True1 Power-Input with 5'-0" cable and Edison connector attached, see accessories section
Quantity: 110
 - 3. Description: Color Force II 72 Plus w/LumenRadio, Black Finish
Manufacturer: Chroma-Q #CQ1641-3500
Connector: PowerCon True1 Power-Input with 5'-0" cable and Edison connector attached, see accessories section
Quantity: 8
 - 4. Description: Astra Profile400 Moving Light, Black finish
Manufacturer: Prolights #ASTRAPROFILE400
Accessories: (2) Omega Brackets
Connector: PowerCon True1 Power-Input with 5'-0" cable and Edison connector attached, see accessories section
Quantity: 16

- 5. Description: Astrawash 19pix Moving Light, Black finish
Manufacturer: Prolights #ASTRAWASH19PIX
Accessories: (2) Omega Brackets
Connector: PowerCon True1 Power-Input with 5'-0" cable and Edison connector attached, see accessories section
Quantity: 16

2.3 FIXTURE ACCESSORIES

A. Furnish the following fixture accessories

- 1. Description: PRL 50° lens barrel for EclProfile CT+ Ellipsoidal
Manufacturer: Prolights #ECLPRL50BK
Quantity: 29
- 2. Description: PRL 36° lens barrel for EclProfile CT+ Ellipsoidal
Manufacturer: Prolights #ECLPRL36BK
Quantity: 54
- 3. Description: PRL 26° lens barrel for EclProfile CT+ Ellipsoidal
Manufacturer: Prolights #ECLPRL26BK
Quantity: 47
- 4. Description: PRL 19° lens barrel for EclProfile CT+ Ellipsoidal
Manufacturer: Prolights #ECLPRL19BK
Quantity: 10
- 5. Description: Edison 15A, 125V, 2 Pole, 3 Wire Grounding Insulgrip Plug to be attached to all lighting fixtures listed above.
Manufacturer: Hubbell #HBL5266CM2
Quantity: 300
- 6. Description: Pipe Clamp for fixtures
Manufacturer: The Light Source #MAB
Quantity: 300
- 7. Description: Pipe Clamps for automated fixtures
Manufacturer: German Light Products #5073
Quantity: 65
- 8. Description: 30° lens for ECLPARIPM series
Manufacturer: Prolights #EPIPMLENS30
Quantity: 110
- 9. Description: 60° lens for ECLPARIPM series
Manufacturer: Prolights #EPIPMLENS60
Quantity: 110
- 10. Description: Border lens for Color Force II Plus 72 series
Manufacturer: Chroma-Q #CHCFBL72
Quantity: 8

11. Description: Cyc lens for Color Force II Plus 72 series
Manufacturer: Chroma-Q #CHCFCL72
Quantity: 8
12. Description: CRMX Aurora DMX/RDM Transceiver with WiFi and Bluetooth
Manufacturer: Lumen Radio #LRINAMF1
Quantity: 2
13. Description: Portable 5-Port DMX Splitter
Manufacturer: Doug Fleenor Design #125EE
Quantity: 1
14. Description: A-Size Template Holder for Prolights EclProfile CT+
Manufacturer: City Theatrical #2150
Quantity: 40
15. Description: Donut for Prolights EclProfile CT+
Manufacturer: City Theatrical #2250
Quantity: 5
16. Description: Drop-In Iris for Prolights EclProfile CT+
Manufacturer: City Theatrical #2180
Quantity: 5
17. Description: Top Hat for 19°-50° for Prolights EclProfile CT+
Manufacturer: City Theatrical #2450
Quantity: 50
18. Description: Barndoor for Prolights ECLpar+
Manufacturer: Prolights #ECLPARIPMBDBK
Quantity: 30
19. Description: Concentric Ring for Prolights ECLpar+
Manufacturer: City Theatrical #2484
Quantity: 45
20. Description: Color Frame for 19°-50° for Prolights EclProfile CT+
Manufacturer: City Theatrical #2350
Quantity: 140
21. Description: Color Frame for Prolights ECLpar+
Manufacturer: City Theatrical #2487
Quantity: 110
22. Description: Safety Cable
Manufacturer: The Light Source #SCB
Quantity: 320

2.4 LIGHTING CONTROL CONSOLE

- A. The lighting control console shall be a microprocessor-based system specifically designed to provide complete control of stage, studio, and entertainment lighting systems. The console shall be the following system:
 1. ETC ION Xe20 (#ION XE-12K)

B. Minimum Basic Capacities:

1. 12,288 control outputs
2. 20 faders
3. 4 rotary encoders
4. Remote video support
5. Lighting Network device control
 - a. Direct control of third party sACN/ACN devices
 - b. DMX512 / RDM hardware interfaces
 - c. Support MIDI, SMPTE and RS-232 interfaces
6. Variable 110VAC – 240VAC, 50/60 Hz. Operation

C. General

1. User interface shall be fully graphical with a command line. Control commands shall be accepted as either command line or direct entry.
2. The main control shall consist of a numeric keypad, dedicated control keys, context sensitive soft keys, level control wheel, and pointing device.
3. A blind display mode shall allow viewing and modification of all recordable attributes without affecting live stage levels.
4. A patch display mode shall be used to display and modify system control channels with their associated data.
5. Control and programming features for automated fixtures shall include: a standard library of fixture profiles, the ability to copy and edit existing profiles and create new profiles, patch displays including channel and output addressing, 16-bit fade resolution, color characterization allowing color mixing and storing in hue and saturation or native device values.
6. Control channel data shall be recordable as cues, groups, submasters, palettes, effects, macros, curves, and patch contained in non-volatile electronic memory and stored as show data to internal storage or to any USB storage device.
7. The console shall be capable of being placed in Tracking or Cue Only record mode by the user.
8. A freely available offline editing application shall be provided for creation and modification of show data on a personal computer.
9. A personal computer running a client software application shall be able to connect to a control system via the network and view current show data in a mirrored display environment.
10. The system shall allow remote control from a wireless handheld remote.
11. The system shall support configuration and operation of two consoles or a console and a dedicated processor as a main and fully tracking backup.

D. Provide console with two (2) external 24" or larger touchscreen LCD monitors (Dell #P2418HT), alphanumeric keyboard, mouse with mousepad, 6'-0" (2m) power and data cables, dust covers, and (2) Littlite Full Range Dimming Task light with 18" length, 4-5/8" base (LLES-18-B).

E. Provide one (1) a 20-fader motorized fader wing (ETC #EOS FW20).

F. Provide one (2) ETCnomad keys for EOS macOS/Windows software, 1024 outputs (ETC #ETCnomad Base).

G. Provide one (1) ETC Gadget II, USB to 2 ports DMX-OUT (ETC #GADGET 2).

- H. Provide ETCnomad with two (2) external 24" or larger touchscreen LCD monitors (Dell #P2418HT), alphanumeric keyboard, mouse with mousepad, 6'-0" (2m) power and data cables, dust covers, and (2) Littlite Full Range Dimming Task light with 18" length, 4-5/8" base (LLES-18-B).
- I. Provide one (1) Apple iPad that to be a silver finish, 64GB storage capacity, 10.9" screen size, and 10th generation or newer. iPad to be outfitted with an Ottercase and an installed copy of the iRFR application made by ETC. This Wireless Hand-Held Remote to be capable of setting individual channels and groups of channels to levels, raising and lowering the levels, stepping automatically to the next or last cue or channel, going to and playing back individual cues.
- J. All peripheral accessories such as remote monitors and hand-held remote units shall interconnect as a network. The facility shall be wired by the Electrical Contractor for this function with an Ethernet cabling system as specified herein.
- K. Furnish portable 802.11n PoE Wireless Access Points (WAPs) for use with wireless network devices including user-furnished laptop computers, tablets, and smartphones.
 - 1. WAPs shall be Netgear AX1800 Wireless-6 Access Point with Single Point Setup or equal.
 - 2. WAPs shall each be supplied with a 5'-0" (1.5m) Category 6A or better cable extension.
 - 3. Furnish one (1) WAP.
- L. Furnish the following console accessories:
 - 1. One (1) Portable uninterruptible power supply, APC Smart-UPS 750VA.
 - 2. Four (4) Edison Extension assemblies of 15'-0" (5M) length.
 - 3. Two (2) Ethernet cable assemblies of 15'-0" (5M) length.
 - 4. Two (2) 8 GB capacity USB storage keys, ETC #I6209 or approved equal.

2.5 CABLE ASSEMBLIES

- A. All cable assemblies shall be tested after fabrication to assure wire continuity and correct polarity of connections.
- B. All cable assemblies shall be made by LEX.
- C. DMX512 (5-pin XLR) cable assemblies shall consist of ruggedized cable, terminating at each end to Neutrik XX-Series XLR5 connectors with black shell and color coded bushing to identify cable length. Assemblies shall be terminated in accordance with USITT (United States Institute for Theatre Technology) DMX512 specification. Furnish the following:
 - 1. (60) DMX512 cable assemblies of 5'-0" (1.5M) length, white color code.
 - 2. (100) DMX512 cable assemblies of 10'-0" (3M) length, blue color code.
 - 3. (50) DMX512 cable assemblies of 25'-0" (8M) length, yellow color code.
 - 4. (50) DMX512 cable assemblies of 50'-0" (15M) length, red color code.
- D. Ethernet cable assemblies shall consist of ruggedized Category 6a cable, terminating at each end to Neutrik Ethercon CAT6a RJ-45 connectors with black shell and color coded bushing to identify cable length. Assemblies shall be terminated in accordance with TIA/EIA-568-B standards. Furnish the following:
 - 1. (10) Ethernet cable assemblies of 10'-0" (3M) length, blue color code.
 - 2. (10) Ethernet cable assemblies of 25'-0" (8M) length, yellow color code.
 - 3. (10) Ethernet cable assemblies of 50'-0" (15M) length, red color code.

- E. Edison Extension assemblies shall consist of 12/3 SOOW cables, terminating at each end with a NEMA 5-15 connector. Label cables at each end with shrink wrapped color code to identify cable length. Furnish the following:
 - 1. (50) Edison Extension assemblies of 15'-0" (5M) length, blue and white color code.
 - 2. (40) Edison Extension assemblies of 25'-0" (8M) length, yellow color code.
 - 3. (25) Edison Extension assemblies of 50'-0" (15M) length, red color code.
 - 4. (15) Edison Extension assemblies of 100'-0" (30M) length, green color code.

- F. PowerCon True1 pass thru jumper assemblies shall consist of 12/3 SOOW cables, terminating at each end with a Neutrik PowerCon True1 connector. Label cables at each end with shrink wrapped color code to identify cable length. Furnish the following:
 - 1. (65) PowerCon True1 jumper assemblies of 5'-0" (1.5M) length, white color code
 - 2. (75) PowerCon True1 jumper assemblies of 10'-0" (3M) length, blue color code.
 - 3. (35) PowerCon True1 jumper assemblies of 25'-0" (8M) length, yellow color code.

- G. NEMA 5-15 (Edison) Two-Fer assemblies shall consist of high temperature wire in molded sleeves, a 15A male NEMA 5-15 (Edison) plug and dual 15A female NEMA 5-15 (Edison) receptacles. Furnish the following:
 - 1. (15) Edison Two-Fer assemblies of 36" (1M) length.

- H. Adapter assemblies shall consist of 12/3 SJOW cables, terminating at one end with connectors as indicated below. Furnish the following:
 - 1. (5) Male Edison to female stage pin Adapter assemblies of 12" (0.3M) length.
 - 2. (5) Male Edison to female NEMA L6-20 Adapter assemblies of 12" (0.3M) length.
 - 3. (5) PowerCon True1 Power-Output Cable to Female Edison Adapter assemblies of 12" (0.3M) length.

- I. Multiple Receptacle Extensions shall consist of a 2-Pole, 3-Wire, straight blade plug with NEMA 5-15 Edison receptacles spaced across 12/3 STW extra hard usage cable. Furnish the following:
 - 1. (2) 25'-0" (8M) Multiple Receptacle Extensions with (3) receptacles – Lex Products #50123B or equal.
 - 2. (2) 23'-4" (7M) Multiple Receptacle Extensions with (6) receptacles – Lex Products #50116BA or equal.
 - 3. (15) Tri-Tap accessories – Lex Products #50201B

2.6 STAGE HARDWARE

- A. Furnish the following components:
 - 1. Description: City Theatrical Steel Safer Sidearm for 1-1/2" Pipe, #210
Quantity: 10

 - 2. Description: City Theatrical Steel 2'-0" length 1-1/2" Pipe for Safer Sidearm, #211
Quantity: 10

 - 3. Description: City Theatrical Safer Sidearm, 18" with (1) tee, #202
Quantity: 20

 - 4. Description: City Theatrical Safer Sidearm, 24" with (2) tees, #204
Quantity: 10

2.7 TOOLS, STORAGE, & SUPPLIES

A. Furnish the following items:

1. Description: Heavy Duty 30" x 30" Cable Trunk w/ 4" Casters
Quantity: 4
2. Description: Industry Standard Milk Crate 19" x 13" x 11"
Quantity: 6
3. Description: 6" Crescent Wrench
Quantity: 4
4. Description: DMXcat-E, City Theatrical #6100
Quantity: 1
5. Description: Fluke #179/1AC-II Multimeter Kit
Quantity: 1
6. Description: Sekonic Spectrometer #C-800
Quantity: 1
7. Description: Psiber LanMaster LM35 Power & Link Tester
Quantity: 1
8. Description: TMB ProTester DMX Tester
Quantity: 1
9. Description: 2"x180' Black Gaffers Tape
Quantity: 4
10. Description: 2"x75' Blacktak Masking Foil
Quantity: 2
11. Description: 3000' Spool 1/8" Black Cotton Unglazed Tie-Line
Quantity: 1
12. Description: Rip-Tie Cable Wrap, 1"x6" (10 pack)
Quantity: 25
13. Description: Rip-Tie Cable Wrap, 1"x14" (10 pack)
Quantity: 25

PART 3 - EXECUTION

3.1 SHOP PREPARATION

- A. Install connectors for all fixtures prior to delivery.
- B. Test all fixtures prior to packing for delivery.

3.2 DELIVERY

- A. Bidder is responsible for coordinating delivery times per the Owner's schedule; delivery FOB destination, freight prepaid and allowed to this address: Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21014.

3.3 PROTECTION OF EQUIPMENT

- A. Protect the equipment in this Section from damage and deterioration during all phases of the work, from the time of manufacture to the acceptance of the delivery.
- B. Accepted delivery inspection and acceptance per the Harford Community College.

END OF SECTION 265561

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

IFB 25B-001 Theatrical Lighting Equipment

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 Department located in the Conowingo Center Building, Room 105, at the College no later than **11:00 AM Local Time, Tuesday, October 8, 2024.**

Late bids will not be accepted.

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

1. Bid form, completed and signed;
 2. Solicitation Affidavits, completed and signed;
 3. Company profile of contractor;
 4. References on the form provided;
-

Bidders must download the Bid Form, complete, print, sign, and return with their bid package.

[BID FORM LINK](#)

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

SOLICITATION AFFIDAVITS

FIRM NAME: _____

FIRM ADDRESS: _____

A) NON-COLLUSION:

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

- (1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith; and
- (2) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

B) SUSPENSION AND DEBARMENT:

I AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any Federal or public entity, except as follows: (List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Title 16, of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Signature of Authorized Representative and Affiant Printed Name of Authorized Representative and Affiant

Date: _____ Federal Employer Identification Number (FEIN): _____

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REFERENCES

SOLICITATION: **IFB 25B-001 Theatrical Lighting Equipment**

Each firm must furnish three (3) references of recent, within ten (10) 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

