



SOLICITATION NUMBER & TITLE:	27B-001 Quad Area Paver Improvement Project	
SOLICITATION DOCUMENTS:	https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp	
SOLICITATION DUE DATE & TIME:	October 6, 2026	1:00 PM Local Time
DELIVERY LOCATION OF RESPONSE:	Harford Community College, Procurement Office Chesapeake Welcome Center, Room 205 401 Thomas Run Road Bel Air, MD 21015	
BID OPENING:	October 6, 2026	1:30 PM Local Time
PRE-SOLICITATION MEETING LOCATION, DATE, AND TIME	September 10, 2026	10:00 AM Local Time
	Harford Community College Student Center, Room 243 401 Thomas Run Road Bel Air, MD 21015	
QUESTIONS DUE DATE & TIME:	September 18, 2026	1:00 PM Local Time
	Questions must be received by the due date and time via email to the Procurement Agent listed below	
PROCUREMENT AGENT:	Dave Pyle, CPPB	DPyle@harford.edu
BID DEPOSIT:	5% of total bid price	
BONDING REQUIREMENTS:	Payment and Performance Bond: 100% of bid price	
INSURANCE REQUIREMENTS:	Construction with Installation Floater	
PREVAILING WAGE:	No	

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

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401 Thomas Run Road | Bel Air, Maryland 21015

GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

The Director, Procurement shall have the authority to interpret the College's Procurement Policies, these Terms and Conditions, and the requirements of any solicitation. Such interpretations shall be final unless appealed in accordance with the College's Protest Procedures as stated on the College's website.

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 Supplier with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Supplier'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 Supplier'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 Supplier 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 Supplier'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 Supplier 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 Supplier.

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 Supplier is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Supplier 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 Supplier's instructions at Supplier's risk and expenses and, if Supplier directs, will be returned at Supplier's expense. If the Supplier fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Supplier shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Supplier 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 Supplier. 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 Supplier 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 Supplier 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 Supplier's expense.

G13) INTELLECTUAL PROPERTY

Supplier 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. Supplier 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

Supplier 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 Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Supplier 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 Supplier 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 Supplier shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Supplier shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Supplier 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 Supplier 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 Supplier safety and health related records and statistical information at any time.

G16) INSURANCE

The Supplier shall maintain insurance by an insurer rated A- VII or better by A/M Best and will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Supplier's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Supplier or subcontractor. The Supplier 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 Supplier 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 Supplier 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, subcontractors, 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. 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 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.

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 Supplier 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 Supplier'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 Supplier promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Supplier 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. Supplier 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 Supplier.

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 acts or orders; nuclear incidents or explosions; acts of God; communicable diseases, epidemics or pandemics (including without limitation the Coronavirus or COVID-19), 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 Supplier 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, 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 Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier, 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 Supplier. 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 Supplier 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 Supplier's standard stock.

G24) TERMINATION FOR DEFAULT

If the Supplier 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 Supplier. Written notice shall specify the act(s) or omission(s) of Supplier 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 Supplier's breach. If the cost of Supplier's damages exceeds any final compensation due, the Supplier will remain liable, and the College may collect costs owed to it. Failure on the part of the Supplier to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Supplier is not entitled to recover any costs incurred by the Supplier 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 Supplier may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Supplier and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Supplier may not recover anticipatory profits or costs incurred after termination.

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Supplier is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Supplier, 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 Supplier. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION/ CONFLICT OF INTEREST

Supplier 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. Supplier 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 Supplier 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.

Suppliers doing business with the College must disclose any potential conflicts of interest to the Director of Procurement. These include any family relationships, financial interest, or potential conflicts.

Supplier certifies that no gratuities, gifts, kickbacks or improper inducements have been offered to or accepted by College employees.

G28) SUPPLIER SUSPENSION OR DEBARMENT

The Supplier certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards. Supplier shall notify the College immediately if suspended or Debarred during contract performance.

G29) INDEPENDENT CONTRACTOR

The Supplier 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 Supplier acquires none of the rights, privileges, powers or advantages of College employees. The Supplier is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Supplier's compensation. The Supplier 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 Supplier or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR SUPPLIERS

As a condition of award of this contract, all Suppliers 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 Supplier and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Supplier 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 Supplier's management, that retaliation for reporting any such conduct is expressly prohibited and that the Supplier 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

Supplier warrants that both the Supplier and/or any subcontractor of the Supplier 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. Supplier 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 Supplier's or any subcontractor of the Supplier's noncompliance with "IRCA." Supplier 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 Supplier with "IRCA". Supplier recognizes that it is the Supplier'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

Supplier 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 Suppliers 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

Supplier 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 Supplier 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 Supplier 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 Supplier 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. Supplier 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. The College shall make the final determination regarding whether information is exempt from disclosure under the MPIA after considering any justification submitted by the Supplier.

G41) AUDIT

The Supplier 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 Supplier and any subcontractor involving transactions related to this agreement during the term of this agreement and for a minimum period of three (3) years or up to seven (7) years (whichever period is longer under applicable law or grant requirements) after final payment under this agreement.

G42) RECORD RETENTION

The Supplier 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 Supplier 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 Supplier 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. Any legal action shall be in the appropriate court closest to Bel Air, Maryland.

G45) SUPPLIER'S PRESENCE ON CAMPUS

The Supplier or Supplier's subcontractor will be required to have proper identification showing Supplier's or subcontractor's name and technician name at all times while on campus. The Supplier 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 Supplier or its employees, subcontractors, or materialmen. Supplier'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 Supplier 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 Supplier 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 Supplier 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) ARTIFICIAL INTELLIGENCE (AI) AND DATA USE

The Supplier shall not use, disclose, retain, or otherwise process any College data, Confidential and Sensitive Information (CSI), personally identifiable information (PII), student information, employee information, or other non-public information for the purpose of training, developing, testing, or improving any artificial intelligence (AI), machine learning (ML), or other automated decision-making system without the College's prior written consent.

The Supplier shall not input, upload, or otherwise transmit any College confidential or proprietary information into any publicly available or third-party generative artificial intelligence platform unless expressly authorized in writing by the College.

Any AI tools used in the performance of this Contract shall comply with all applicable Federal and State laws and regulations governing privacy, confidentiality, data security, intellectual property, and records retention. The Supplier shall remain solely responsible for the accuracy, security, and integrity of any work product generated or assisted by artificial intelligence.

Nothing contained herein shall grant the Supplier any ownership interest in College data. All College data shall remain the exclusive property of Harford Community College and shall be returned or securely destroyed upon completion or termination of the Contract, as directed by the College.

Failure to comply with this section shall constitute a material breach of the Contract and may result in termination for default.

G48) CYBERSECURITY, CONFIDENTIAL AND SENSITIVE INFORMATION

The Supplier shall maintain administrative, physical, and technical safeguards designed to protect all College Confidential and Sensitive Information (CSI), personally identifiable information (PII), protected health information (PHI), financial information, student records, employee records, and all other non-public information entrusted to the Supplier in connection with this Contract. Such safeguards shall be consistent with generally accepted

industry standards and all applicable Federal, State, and local laws and regulations.

The Supplier shall use College information solely for the purpose of performing the Contract and shall not access, use, disclose, copy, modify, sell, transfer, or otherwise distribute such information except as expressly authorized by the College in writing or as required by law.

Supplier shall maintain cyber liability insurance when handling College data.

The Supplier shall immediately, and in no event later than twenty-four (24) hours after discovery, notify the College upon becoming aware of any actual or suspected security incident, unauthorized access, disclosure, ransomware attack, malware infection, cybersecurity event, loss of data, or other occurrence that compromises or may reasonably compromise the confidentiality, integrity, or availability of College information or information systems.

The Supplier shall cooperate fully with the College in investigating, mitigating, responding to, and remediating any such incident, including providing timely access to relevant records, system logs, forensic information, and knowledgeable personnel reasonably requested by the College. The Supplier shall take all reasonable steps necessary to contain, mitigate, and remediate the incident at its sole expense to the extent caused by the Supplier, its employees, agents, or subcontractors.

The Supplier shall ensure that all subcontractors, consultants, and third parties engaged in the performance of this Contract are contractually bound to comply with the requirements of this section and shall remain fully responsible for their acts and omissions.

Upon expiration or termination of this Contract, or upon written request of the College, the Supplier shall promptly return all College information or securely destroy such information, including all copies, backups, and derivative records, unless retention is required by law. Upon request, the Supplier shall certify in writing that such information has been returned or destroyed.

The College reserves the right to require the Supplier to provide documentation reasonably demonstrating the adequacy of its information security program, including security policies, third-party security assessments, audit reports, or certifications relevant to the services being provided.

Failure to comply with the requirements of this section shall constitute a material breach of the Contract and may result in termination for default, in addition to any other remedies available to the College.

The Supplier shall promptly notify the College of any material changes to its information security program, cybersecurity insurance coverage, or security certifications that occur during the term of the Contract.

G49) ASSIGNMENT

The Supplier shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Change of ownership or merger resulting in a change of control constitutes an assignment requiring College approval. 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.

G50) SUBCONTRACTORS

Suppliers 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 Supplier 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 Supplier shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Supplier shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G51) PUBLICITY

The Supplier 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.

G52) 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 Suppliers, 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 Supplier 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 Supplier to provide the required services, and the Supplier 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 Supplier 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.

G53) 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.

G54) TARIFF BASED PRICE ADJUSTMENTS

The Contract price shall remain firm for the term of the Contract unless otherwise expressly provided herein. The Supplier assumes the risk of ordinary fluctuations in labor, materials, transportation, exchange rates, and market conditions.

If, after the effective date of the Contract, a new tariff or a change in an existing tariff, import duty, trade restriction, governmental surcharge, or other governmental action materially increases the Supplier's actual cost of goods or materials

required solely for performance of this Contract, the Supplier may submit a written request for an equitable price adjustment.

Any request for a price adjustment shall:

a) Be submitted to the College within thirty (30) calendar days after the Supplier becomes aware of the increased cost;

b) Identify the specific governmental action giving rise to the request;

c) Demonstrate that the increased cost directly affects only the goods or materials required for this Contract;

d) Certify that the affected goods or materials were purchased after the effective date of the governmental action and that the increased costs were not included in the Supplier's original pricing;

e) Demonstrate that the Supplier has made commercially reasonable efforts to mitigate the increased costs, including evaluating alternative suppliers, materials, sourcing, or shipping methods where commercially practicable;

f) Certify that the Supplier has not received, and will not seek, reimbursement for the same increased costs from any other customer or governmental source.

The Supplier shall provide sufficient documentation to substantiate the request, including, as applicable:

U.S. Customs and Border Protection (CBP) Form 7501 (Entry Summary) showing duties assessed; Commercial invoices identifying the imported goods; Bills of lading, shipping records, or import documentation; Manufacturer or supplier invoices demonstrating the increased cost attributable to the governmental action; and Any additional documentation reasonably requested by the College to verify the request.

Any approved adjustment shall be limited solely to the Supplier's documented, actual increase in direct costs attributable to the governmental action. No adjustment shall include overhead, profit, anticipated future increases, speculative costs, inventory purchased before the governmental action became effective, or any costs that could reasonably have been avoided through commercially reasonable mitigation efforts.

No price adjustment shall become effective unless approved in writing by the Director of Procurement through a fully executed Contract amendment or Change Order. Under no circumstances shall the Supplier implement a unilateral price increase.

Unless otherwise approved in writing by the College, the cumulative value of all price adjustments approved under this section shall not exceed ten percent (10%) of the original Contract value.

Nothing contained herein shall obligate the College to approve a requested price adjustment. If the parties are unable to reach agreement on an equitable adjustment, the College may, at its sole discretion, continue performance under the existing Contract, obtain the goods or services from another source in accordance with applicable procurement requirements, or terminate the Contract in accordance with the applicable Termination provisions.

G55) ACCEPTANCE OF SUPPLIERS TERMS

Acceptance of a Supplier's quote, proposal, acknowledgement, invoice or other document shall not constitute acceptance of any additional or conflicting terms contained therein. Any such terms are expressly rejected unless accepted in writing by the Director of Procurement.

Online click-through agreements, website terms, browse-wrap agreements, EULAs, SaaS terms, or similar Supplier-generated terms shall not bind the College unless expressly approved in writing by the Director of Procurement.

G56) ACCESSIBILITY

If the solution, services, deliverables, software, technology, or platform provided to the College under this Agreement ("Product") includes any electronic information or communication technology containing a human-interface, such as an end-user software component, websites, webpages, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, images, or the like, the Supplier hereby warrants that the Product complies with the College's standards, including the most recent version of Web Content Accessibility Guidelines ("WCAG"), Section 508 of

the Rehabilitation Act - Standards for Electronic and Information Technology, and/or the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA), as applicable. The Supplier agrees to: provide the College with its accessibility testing results and written documentation verifying accessibility, such as a Voluntary Product Accessibility Template ("VPAT"), upon request and to promptly respond to and resolve accessibility complaints. The Supplier further agrees to indemnify, defend, and hold harmless the College and its respective officers, agents, employees, trustees, and students, from and against any and all claims, actions, threatened claims or actions, costs, judgments, or damages of any type alleging or threatening that any Materials provided and used under this Agreement are inaccessible to individuals with disabilities, including reasonable attorneys' fees and costs.

G57) ORDER OF PRECEDENCE

In the event of any inconsistency among the Contract Documents, the following order of precedence shall govern unless expressly stated otherwise in the Solicitation:

1. Executed Contract or Agreement
2. Addenda
3. Solicitation
4. General Terms and Conditions
5. Formal Solicitation Terms
6. Construction Terms (if applicable)
7. Specifications
8. Drawings
9. Contractor's Proposal
10. Purchase Order

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 Offerors 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 Offeror find discrepancy in the solicitation documents, or should the Offeror be in doubt as to their meaning or intent of any part thereof, the Offeror must, prior to questions due date and time, request clarification from the Director, 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 Offeror. Required

submittal documents must be completed in ink and signed by a person authorized to bind the Offeror 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 Offeror 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 Offeror for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Offeror 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 Offeror.

FS8) WITHDRAWAL

Submittals may be withdrawn by the Offeror 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

Offerors 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 Offeror'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, 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, 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

Offerors 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 Offeror(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible Offeror(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; Offeror 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 Offerors. Selected Offeror(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 Supplier 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 Offeror'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) PROTEST PROCEDURES

Any actual or prospective Offeror whose direct economic interest is affected by a solicitation or proposed contract award may file a written protest with the Director, Procurement. Any protest not timely filed in accordance with these procedures shall be rejected as untimely without further consideration.

A protesting party may submit only one (1) protest per protest category for each solicitation. The protest shall include all factual and legal grounds known to the protesting party at the time of filing. Additional grounds not included in the original protest may be deemed waived unless the Director, Procurement determines that good cause exists for their consideration.

Protest Requirements

All protests shall be submitted in writing and shall include, at a minimum, the following information:

a. A clear statement that the communication constitutes a formal protest.

b. The name, address, telephone number, and email address of the protesting party.

c. Identification of the procurement, including the solicitation number and title.

d. A detailed statement of the factual and legal grounds supporting the protest.

e. Copies of all supporting documents, exhibits, and evidence upon which the protest is based.

f. The specific relief requested.

g. The original or electronic signature of an individual authorized to bind the protesting party.

The protesting party bears the burden of demonstrating that the solicitation or proposed contract award failed to comply with the College's Procurement Policies, the solicitation requirements, or applicable law, and that such failure resulted in prejudice to the protesting party. The Director, Procurement may summarily dismiss any protest that is untimely, incomplete, frivolous, repetitive, fails to state sufficient factual or legal grounds, or otherwise fails to comply with these procedures.

Protest Categories

A. Protest of Solicitation

Any protest concerning the terms, conditions, specifications, scope of work, evaluation criteria, or other requirements contained in a solicitation shall be received by the Director, Procurement no later than the date and time established for receipt of bids or proposals.

The filing of a protest concerning a solicitation shall not automatically suspend the procurement process. The Director, Procurement may suspend, amend, cancel, or continue the solicitation if determined to be in the best interest of the College.

B. Protest of Contract Award

Any protest concerning a proposed contract award shall be submitted in writing to the Director, Procurement within ten (10) calendar days after the College issues written notice of the intended contract award or written notice that the Offeror was not selected.

The filing of a protest shall not automatically stay the contract award or procurement process. The Director, Procurement may suspend the award if such action is determined to be in the best interest of the College. Notwithstanding the foregoing, the College may proceed with award or contract performance when the Director, Procurement determines that an award is necessary to protect

the health, safety, welfare, operations, or other compelling interests of the College.

Review by the Director, Procurement

The Director, Procurement may request additional information or documentation from the protesting party. Any requested information shall be submitted within the timeframe established by the Director, Procurement. Failure to timely provide the requested information may result in dismissal of the protest or a determination that the protest has been withdrawn.

The Director, Procurement shall review the protest and issue a written determination setting forth the basis for the decision within ten (10) business days after receipt of all information necessary to evaluate the protest. The Director, Procurement may extend this period when additional time is reasonably necessary, provided the protesting party is notified of the extension.

Nothing contained in these procedures shall limit the College's right to reject any or all bids or proposals, cancel a solicitation, waive informalities or minor irregularities, or otherwise act in accordance with the College's Procurement Policies and applicable law.

Appeal

A protesting party may appeal the written determination of the Director, Procurement to the Associate Vice President, Finance.

A written Notice of Appeal shall be submitted to the Director, Procurement within two (2) business days after receipt of the Director, Procurement's written determination.

The written Appeal shall be submitted within seven (7) calendar days after receipt of the Director, Procurement's determination and shall include a detailed statement of the factual and legal basis supporting the requested reversal or modification. The Appeal shall specifically identify any alleged errors of fact or law contained in the Director, Procurement's determination.

Failure to timely submit either the Notice of Appeal or the Appeal shall constitute a waiver of the right to further administrative review.

The Associate Vice President, Finance shall review the Appeal and issue a written decision as expeditiously as practicable. The decision of the Associate Vice President, Finance shall constitute the College's final administrative determination.

General Provisions

The filing of a protest or appeal shall not entitle the protesting party to recover costs, attorney's fees, bid preparation expenses, or any other damages from the College unless otherwise required by applicable law.

These protest procedures are administrative in nature and do not provide for discovery, depositions, interrogatories, evidentiary hearings, or other litigation procedures unless expressly authorized by the Director, Procurement.

Following the filing of a protest, all communications concerning the protest shall be directed solely to the Director, Procurement or the individual designated by the College.

The College reserves the right to waive informalities or minor irregularities, reject any or all bids or proposals, cancel or reissue any solicitation, or take any other action authorized by the College's Procurement Policies or applicable law.

assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

FS17) 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 Supplier 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 Supplier 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 Supplier. Harford Community College does not

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. 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.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Language to automatically increase the bond value without request by the College or approval from the Surety must be reflected in the bond documents.

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

During the solicitation phase, any request for substitutions must be in writing and submitted to the Procurement Agent or Director specified by the questions due date and time. Articles offered by the awarded 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 Manager, 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) CAMPUS OPERATIONS

The Contractor shall conduct all Work in a manner that minimizes disruption to College operations, students, employees, and visitors.

The Contractor shall coordinate all utility outages, roadway closures, building access restrictions, noise-producing activities, deliveries, crane operations, and other work affecting normal College operations with the College's designated Project Manager. Such activities shall not occur without prior written approval from the College.

The Contractor shall maintain safe pedestrian and vehicular access at all times unless otherwise approved in writing by the College. The Contractor shall immediately correct any unsafe condition created by its operations and shall comply with all reasonable directions of the College regarding campus safety, security, and operational requirements.

Failure to comply with this section may result in suspension of the affected work until corrective action has been taken, without entitlement to additional compensation or an extension of Contract Time.

C15) 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.

C16) 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.

C17) 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.

C18) RECOVERY SCHEDULE

If, at any time during performance of the Work, the Contractor falls behind the approved project schedule or the College reasonably determines that the Contractor is unlikely to achieve Substantial Completion or Final Completion within the Contract Time, the College may require the Contractor to submit, within five (5) business days, a written Recovery Schedule at no additional cost to the College.

The Recovery Schedule shall identify the causes of the delay, the corrective actions to be taken, additional manpower, equipment, work shifts, sequencing, or other resources necessary to recover lost time, and the anticipated completion date.

Approval of a Recovery Schedule by the College shall not constitute approval of any extension of Contract Time, additional compensation, or waiver of any Contract requirement.

Failure to submit or implement an acceptable Recovery Schedule shall constitute a material breach of the Contract and may be considered grounds for termination for default.

C19) 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).

C20) 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

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.

C21) PUNCH LIST AND FINAL COMPLETION

Upon determination by the College that the Work is substantially complete, the College may prepare a Punch List identifying incomplete or deficient items requiring correction.

Unless otherwise approved in writing by the College, all Punch List items shall be completed within thirty (30) calendar days after issuance of the Punch List.

The College may withhold sufficient funds from the final payment to ensure completion of all Punch List items.

Final Completion shall not occur until:

- a) All Punch List items have been satisfactorily completed;
- b) All required inspections have been successfully completed;
- c) All closeout documents have been submitted and accepted by the College;
- d) All operating manuals, warranties, as-built drawings, training, and other required documentation have been received; and
- e) The Work has been accepted in writing by the College.

C22) 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.

The Contractor shall promptly correct, at its sole expense, any work determined by the College to be defective, non-conforming, incomplete, or otherwise not in compliance with the Contract Documents.

If the Contractor fails to commence corrective work within five (5) business days after written notice, or within such shorter period as may be necessary to protect persons or property, the College may perform or cause the corrective work to be performed by others. The Contractor shall be responsible for all costs incurred by the College, including administrative expenses associated with such corrective work.

The obligations contained in this section shall survive Final Completion, Final Payment, and expiration of any warranty period to the extent permitted by law.

C23) PROJECT CLOSEOUT REQUIREMENTS

Prior to Final Payment, the Contractor shall provide all documents required by the Contract Documents, including, as applicable:

- a) Final Applications for Payment;
- b) Consent of Surety to Final Payment, when required;
- c) Affidavits and releases of liens;
- d) Manufacturer warranties and Contractor warranties;
- e) Operations and Maintenance Manuals;
- f) As-built drawings and record documents;
- g) Training required by the Contract Documents;
- h) Evidence that all permits, inspections, and approvals have been obtained; and
- i) Written certification that all subcontractors, suppliers, and material providers have been paid in accordance with applicable law and the terms of their agreements.

Failure to provide complete closeout documentation may result in withholding of Final Payment until all Contract requirements have been satisfied.

C24) 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.

During the warranty period, the Contractor shall respond promptly to all warranty service requests issued by the College.

The Contractor shall acknowledge receipt of the College's warranty request within one (1) business day and shall commence corrective action within five (5) business days unless a different response time is specified in the Contract Documents or an emergency condition exists.

Emergency conditions affecting life safety, building operations, security, or protection of property shall receive immediate attention.

If the Contractor fails to respond within the required time, the College may obtain corrective services from another source, and the Contractor shall be responsible for all reasonable costs incurred by the College.

- 1.0 The purpose of this IFB is to contract with a qualified, reliable firm to provide labor, equipment, materials, insurance, bonds, and supervision to furnish and install a paver patio with integrated data, electrical, and plumbing access in the Quad on the Harford Community College campus as indicated in the solicitation Exhibit A: Scope of Work, drawings, and specifications herein.

The Campus will be in operation during the construction period. The selected firm shall provide site control at all times and insure a safe working environment for students, staff and visitors. Project site shall be kept clean, neat, and organized.

2.0 PREBID MEETING, QUESTIONS, AND ADDENDA

2.1 Prebid Meeting

- A. A pre-bid meeting will be held at the date, time and location listed below. An accompanied site visit will occur immediately following the pre-bid meeting. A campus map is attached to this solicitation.

10:00 AM Thursday, September 10, 2026 Student Center Room 243

- B. Attendance at the prebid meeting is not mandatory but is highly suggested.
- C. This prebid meeting shall be the only accompanied site visit; subcontractors are welcome and encouraged to attend.
- D. Verbal responses to questions asked orally during the prebid meeting shall not be considered contractual obligations. All questions shall be in writing via email to the Procurement Agent listed in §2.2A below.

2.2 Questions

- A. Questions are due no later than **September 18, 2026 at 1:00PM** Local Time, via email to the Procurement Agent, Dave Pyle at DPyle@harford.edu.
- B. Substitution requests must be submitted by the question due date and time.

2.3 Addenda

- A. Questions, responses, and any changes to the solicitation or specifications shall be posted in addendum format on the College's website: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>.
- B. Bidders shall be responsible for retrieving posted addenda.
- C. Bidders must acknowledge receipt of posted addenda in the appropriate area of the bid form. Failure to acknowledge posted addenda on the bid form may render the submittal as non-responsive.
- D. Posted addenda shall be incorporated into the resultant awarded contract.

3.0 PROJECT COMPLETION AND LIQUIDATED DAMAGES

3.1 Completion Date

The project shall be completed within **210 calendar days** from the date of the Notice to Proceed.

3.2 Liquidated Damages

Liquidated Damages of **\$250 per calendar day** will be assessed per each calendar day beyond the contracted completion date as specified above.

4.0 INSURANCE REQUIREMENTS

4.1 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.
- F. 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 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, contractors, or employees. 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 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.

4.2 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.

<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 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 (ex. Cranes, Rigging, Hazardous Materials)
Business Automobile Liability (covering owned, hired, and non-owned vehicles)	\$1,000,000 combined single limit \$3,000,000 per accident (if contract involves heavy equipment or cranes)
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

5.0 BASIS FOR AWARD (this section replaces §FS12 of the Terms and Conditions)

- A. Award shall be made to the lowest responsive and responsible Bidder whose Bid conforms to the requirements of the Invitation for Bids (IFB) and who is determined by the College to possess the experience, financial capability, personnel, equipment, and resources necessary to successfully perform the Work.
- B. Responsiveness shall be determined based upon compliance with the material requirements of the IFB.

- C. Responsibility shall be determined based upon the qualifications and information submitted by the Bidder and any additional information requested by the College.
- D. The qualification requirements are minimum pass/fail requirements and shall not be scored or used to compare otherwise responsible Bidders. Award shall remain based upon the lowest responsive Bid submitted by a Bidder determined to be responsible.
- E. The College reserves the right to reject any Bid submitted by a Bidder determined to be non-responsive or non-responsible.

6.0 MINIMUM QUALIFICATIONS

- A. Comparable Experience and Project References:
 - 1. The Bidder shall have successfully completed, as Prime Contractor, a minimum of three (3) commercial, institutional, municipal, or higher education site improvement projects within the previous five (5) years, each having an individual construction value of not less than \$150,000.
 - 2. Each qualifying project shall include at least four (4) of the following site-improvement elements. At least one qualifying project shall include earthwork and grading, site drainage improvements, and concrete flatwork or unit paver installation (a through d):
 - a. Earthwork
 - b. Grading
 - c. Site drainage improvements
 - d. Concrete flatwork or Unit paver installation
 - e. Site demolition
 - f. Retaining walls or seat walls
 - g. Landscape installation
 - h. Irrigation systems
 - i. Site electrical improvements
 - j. Utility coordination
 - 3. Projects consisting primarily of roadway paving, highway construction, residential landscaping, building construction, or routine maintenance may not be considered comparable.
 - 4. The Bidder shall submit the following information with its Bid for each required in project :
 - a. Project Name.
 - b. Project Location.
 - c. Owner.
 - d. Owner Contact Name.

- e. Telephone Number.
- f. Email Address.
- g. Contract Amount.
- h. Date of Substantial Completion.
- i. Brief Description of the Work with required elements identified (listed in paragraph 6.A.2 above)
- j. Identification of work self-performed by the Bidder.

- 5. The College reserves the right to contact any reference to verify the information submitted.
- 6. Failure to submit complete project qualification information may result in the Bidder being determined non-responsible. The College may request omitted, supplemental, or clarifying information necessary to evaluate the Bidder's responsibility, provided that the information does not modify the Bid price, Contract Time, scope, or other material terms of the Bid.

B. Project Superintendent:

- 1. Following identification of the apparent lowest responsive Bidder and before award, the Bidder shall identify the Project Superintendent proposed for the Work and submit documentation demonstrating compliance with the experience requirements of this Section.
- 2. The Project Superintendent shall be fluent in English and shall have a minimum of five (5) years of experience supervising commercial, institutional, or municipal site improvement projects of similar scope and complexity.
- 3. Substitution of the Superintendent after award shall require prior written approval by the College.

C. Major Subcontractors:

The apparent lowest responsive Bidder shall, upon request and before award, identify all major subcontractors anticipated to perform the following work, if applicable:

- a. Electrical.
- b. Plumbing / Water Service.
- c. Landscaping
- d. Communications/ Data
- e. Other specialty trades

- 1. If the College determines that a proposed subcontractor does not demonstrate the required qualifications based upon documented performance or lack of relevant experience, the Bidder shall be provided

an opportunity to propose an acceptable replacement without changing the Bid price or Contract Time.

2. The College recognizes that substitutions may become necessary after award due to circumstances beyond the Contractor's control. Any substitution of a listed subcontractor shall require prior written approval by the College. Approval shall not be unreasonably withheld, provided the proposed substitute is determined by the College to be equally qualified to perform the applicable portion of the Work.

7.0 RESPONSIBILITY DETERMINATION AND INVESTIGATION

7.1 Determination

- A. In determining whether a Bidder is responsible, the College may consider:
 1. Successful completion of comparable projects.
 2. Quality of owner references.
 3. Record of timely project completion.
 4. Financial capability, including documentation requested by the College.
 5. Availability of personnel and equipment.
 6. Current workload.
 7. History of satisfactory contract performance.
 8. Ability to complete the Work within the Contract Time.
 9. Ability to comply with applicable licensing, bonding, and insurance requirements.
- B. Failure to demonstrate satisfactory qualifications may result in a determination that the Bidder is non-responsible.

7.2 Investigation

- A. The College reserves the right to investigate the qualifications of any Bidder before award.
- B. The investigation may include, but is not limited to:
 1. Contacting project references.
 2. Reviewing prior project performance.
 3. Requesting additional documentation.
 4. Reviewing financial capability.
 5. Verifying licensing, insurance, and bonding.
 6. Inspecting completed projects.
- C. Failure to provide supplemental or clarifying responsibility information within the time specified by the College may result in the Bidder being determined non-responsible. Nothing in this Paragraph permits a Bidder to modify its Bid or cure a material defect affecting Bid responsiveness.

8.0 EXHIBIT A: SCOPE OF WORK, DRAWINGS, AND SPECIFICATIONS:

Exhibit A: Scope of Work, Drawings, and Specifications are downloadable via the link below.
Hard copies of these documents shall not be provided.

[Exhibit A: Scope of Work, Drawings, Specifications](#)

Harford Community College Procurement Department
Chesapeake Welcome Center Room 205
401 Thomas Run Road
Bel Air, MD 21015

IFB 27B-001: Quad Area Paver Improvement Project Bid Form

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

Bid submittals must be received in the Procurement Department no later than:

1:00 PM Local Time Tuesday, October 6, 2026

Late bids will be rejected and returned unopened.

Submission of a Bid constitutes acknowledgment that the Bidder has examined the site and included all reasonably observable conditions in its Bid.

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

1. Bid form, completed and signed;
2. Bid Bond, 5% of bid price
3. Solicitation Affidavits, completed and signed;
4. References and contact information per § 6.A.

BID OF: (Firm Name) _____ DATE _____

In accordance with the foregoing Instructions, General Terms and Conditions, and Specifications, including Addenda (if applicable) No. ____ Through ____, I/we submit the following for evaluation:

1. INSTRUCTIONS TO BIDDERS

This is a Lump Sum bid. The Bidder shall submit a single Total Base Bid price for the complete Work described in the Contract Documents, including Exhibit A: Scope of Work, the Drawings, and Specifications. The Bidder shall include all labor, supervision, materials, equipment, permits, testing, coordination, overhead, profit, insurance, bonds, and incidentals necessary to provide a complete and functional project.

Section 2 below allocates the Total Base Bid into five (5) major construction categories. This allocation is provided solely to establish the Bidder's Schedule of Values for progress payment purposes and shall not alter the lump sum nature of the Contract.

Each category shall include all labor, materials, equipment, and incidental costs reasonably associated with that category's scope, including minor or ancillary items not separately identified elsewhere in this Bid Form. The category descriptions in Section 2 identify the general scope and representative minor items included within each category.

The five category prices shall total the Total Base Bid Lump Sum. In the event of a mathematical discrepancy between the category prices and the stated Total Base Bid, the sum of the line prices shall govern.

Section 3 establishes unit prices for adjustment of the Contract Sum, by Change Order, for field-verified utility lengths and for HCC-authorized additional unsuitable-soil removal or imported planting soil beyond the Base Bid requirements. Unit prices shall not be included in, or netted against, the Total Base Bid Lump Sum in Section 2.

2. BASE BID – LUMP SUM PRICE BY CATEGORY

Line	Description	Price
1	Site Demolition and Earthwork - includes demolition and removal of indicated site elements, grading, earthwork, erosion and sediment control, and site preparation. The Owner-furnished tent and twenty concrete ballast blocks are excluded from Contractor handling.	
2	Hardscape Improvements - includes ADA-compliant unit pavers, aggregate subbase and base, bedding and polymeric joint sand, paver edge restraints, surface sealer, concrete paving and curb repair, yard-drain grate replacement, EOR-designed BLC3500 recessed tent anchors, reinforcing, 5,500-psi anchor foundations, and the freestanding Grey 79-inch Landscape Forms Levit bench or approved equal. Tent removal and reinstallation are by the Owner.	
3	Electrical & Communications - includes electrical service conduit and wiring; any transformer, panelboard, breakers, disconnects, conductors, supports, and accessories required to serve the indicated 120-volt loads; NEMA 4X equipment where specified; GFCI receptacles; path lighting; and the complete empty communications pathway to the designated IT termination point.	
4	Domestic Water & Site Utilities - includes the 2-inch domestic-water service, tee and shutoff valve, AHJ-approved backflow or back-check assembly, Murdock M-200-yard hydrant, associated testing, and final permit-inspection documentation.	
5	Landscape - includes full removal of existing turf in the designated approximately 3,100 sq. yd. Quad sod area; 6-inch scarification; a uniform 2-inch layer of imported screened planting soil; soil testing and laboratory-recommended amendments; Maryland Certified tall-fescue sod; scheduled trees, shrubs, and perennials; 10-inch planting-bed soil mix; mulch; edging; Contractor-furnished water and temporary irrigation; 90-day establishment maintenance; and warranties. No permanent irrigation system is included.	
	TOTAL BASE BID (Line 1 + Line 2 + Line 3 + Line 4 + Line 5)	

Total Base Bid Written in Words

3. UNIT PRICE SCHEDULE FOR CONTRACT ADJUSTMENTS

The Construction Documents identify approximate utility bid lengths and establish a Base Bid of 2 inch imported planting-soil layer over the entire approximately 3,100 sq. yd. sod area. The unit prices below shall adjust the Contract Sum only for verified utility-length differences or HCC-authorized additional soil work beyond the Base Bid. Unit prices include all labor, materials, equipment, testing, hauling, lawful disposal, placement, compaction, overhead, and profit required for the applicable item complete in place.

Line	Description	Bid Length (included in base Bid)	Add Unit Price	Deduct Unit Price
1	Electrical conduit and wire, in-building (EMT), per Sheet C04	100 LF	\$ /LF	\$ /LF
2	Electrical conduit and wire, outside building (Schedule 40), per Sheet C04	100 LF	\$ /LF	\$ /LF
3	Domestic water service piping, in-building, per Sheet C04	80 LF	\$ /LF	\$ /LF
4	Domestic water service piping, outside building, per Sheet C04	80 LF	\$ /LF	\$ /LF
5	Additional excavation, removal, and lawful disposal of HCC-authorized unsuitable soil beyond the Base Bid	n/a	\$ /CY	\$ /CY
6	Additional imported screened planting soil beyond the Base Bid 2-inch layer, furnished, incorporated, and compacted	n/a	\$ /CY	\$ /CY

Utility adjustments shall be based on actual field-measured installed lengths. Additional unsuitable soil shall be measured by in-place cubic yard removed, and additional imported planting soil shall be measured by compacted cubic yard furnished and incorporated beyond the Base Bid quantity. Measurements require HCC verification before the Work is covered and shall be processed by written Change Order under Section 13 of Exhibit A: Scope of Work

4. BIDDER ACKNOWLEDGMENT AND CERTIFICATION

The undersigned Bidder certifies that it has examined Exhibit A: Scope of Work, Drawings, Specifications, and the Project site, and that the Total Base Bid stated above includes all Work required for a complete and functional project in accordance with the Contract Documents.

The Bidder further certifies that the Total Base Bid includes all Work necessary to provide a complete and operational project in accordance with the Contract Documents, whether or not every item is specifically identified in this Bid Form.

By submitting this Bid, the Bidder certifies that it meets all minimum bidder qualification requirements identified in §6 Minimum Qualifications and has included all documentation required for HCC's responsibility determination, including the required project references.

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

MD Contractor License No.	

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

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

SOLICITATION AFFIDAVITS - IFB 27B-001

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.

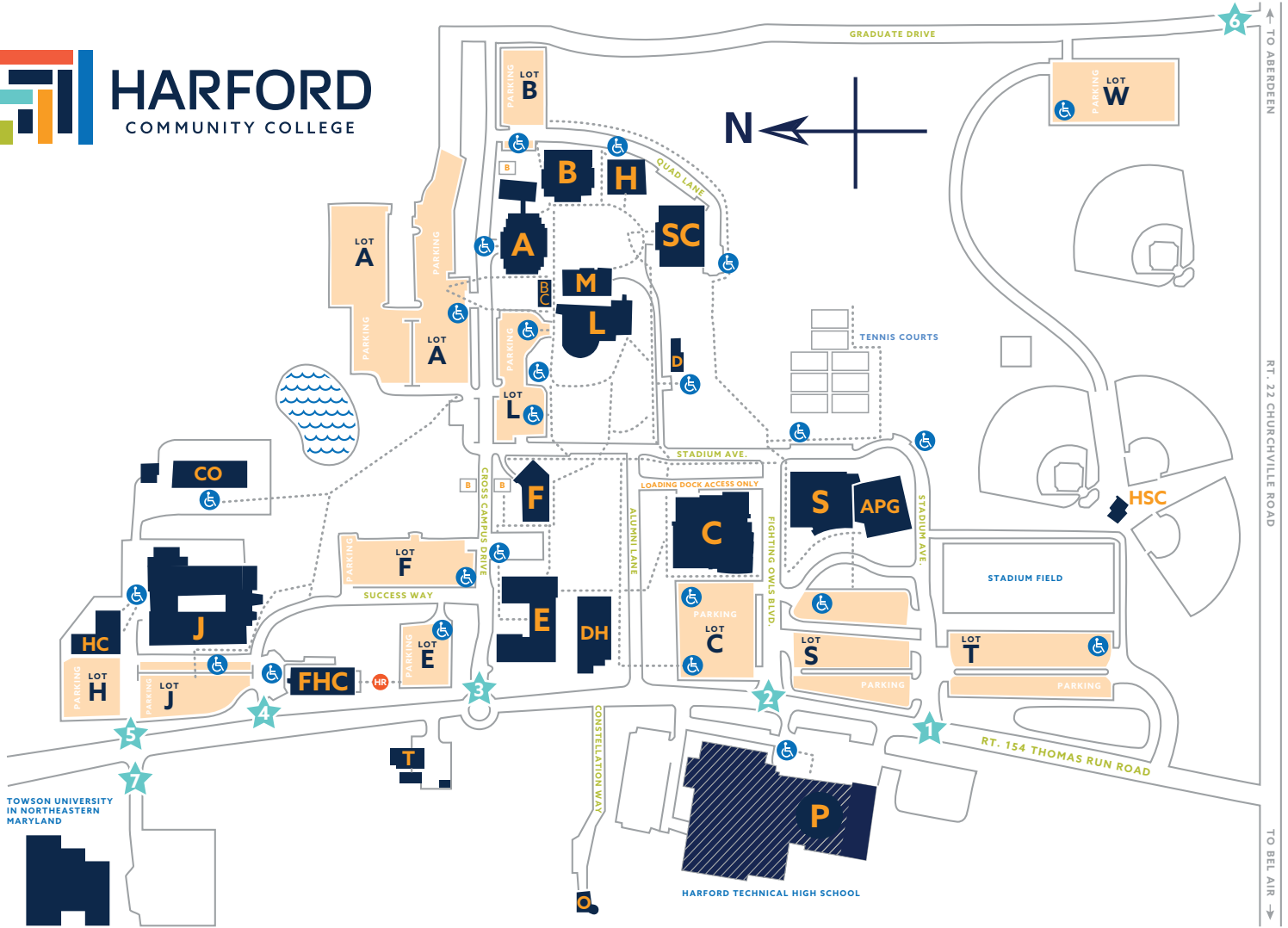
By: _____
Signature of Authorized Representative and Affiant

Printed Name of Authorized Representative and Affiant

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



HARFORD
COMMUNITY COLLEGE



BUILDING INDEX

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



Accessible Parking

Appropriate hangtag must be displayed.

PARKING

Please adhere to all posted parking signs. Parking in reserved spaces will result in a fine (\$50 - \$150).

Accessible Pathway



B Public Transportation Stop



Main Entrances

e.006 rev.022626