



# HARFORD

COMMUNITY COLLEGE

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Web: [www.harford.edu/Purchasing/BidBoard](http://www.harford.edu/Purchasing/BidBoard)

## INVITATION TO BID

### **IFB 21B-002 AMOSS THEATER EQUIPMENT UPGRADES**

The Board of Trustees of Harford Community College invites sealed bids for rigging and performance technical system renovations at the Amoss Performing Arts Center Auditorium located in the Harford Technical High School (across from the College's main Campus) to include but not limited to the replacement of existing counterweight rigging equipment, repairs and upgrades to fire safety curtain system, repairs and modifications to the performance lighting circuit systems and other work as indicated and detailed in the specifications and drawings provided herein.

**Bidders shall contact Beth Bertier, Procurement Assistant at [bbertier@harford.edu](mailto:bbertier@harford.edu) to acknowledge receipt of the solicitation documents.**

An accompanied site visit is **MANDATORY**; dates and times are indicated in **Section 8.2**.

Any questions shall be directed to Rob Johnson, Director for Procurement, via email at [rojohanson@harford.edu](mailto:rojohanson@harford.edu). The deadline for receipt of questions is **3:00 p.m., Thursday, April 29, 2021**. Questions and answers will be issued in an addendum shortly thereafter.

Addenda will be posted on the College's bid board located at:

<http://www2.harford.edu/CMS/Procurement/SolicitationDocuments.asp> and on Emaryland Marketplace at [www.procurement.maryland.gov](http://www.procurement.maryland.gov). **It is the bidder's responsibility to monitor these sites and download the addenda.**

Sealed bids will be received in the Procurement Office, Room 105 of the Conowingo Center building until the public opening, scheduled for:

**Tuesday, May 11, 2021,  
1:00 p.m. local time.**

The Bids will be opened in the Parking Lot just outside of the Conowingo Center Building, weather permitting, or inside the covered garage area. **All persons MUST WEAR A FACE MASK.** If you are uncomfortable bringing your bid in person, you must **email it to Rob Johnson, Director for Procurement, before 11:30 a. m., same day.** The Procurement Director will print these bids and announce them, with others that arrive in person, beginning at 1:00 p.m. Bidders submitting a bid via email **must submit hard copies of the bid forms and bonds with wet signature to the Procurement office no later than 1:00 p.m. Thursday, May 13, 2021.**

Bids received after the above referenced times will not be accepted.

Bids must be valid for a period of ninety (90) days following the closing date. Award is anticipated to be made by June 8, 2021. Work is expected to be completed by September 30, 2021.

Harford Community College reserves the right to reject either all bids after opening but before award, or any bid, in whole or in part, when it is in the best interest of the College. For the same reason, the College reserves the right to waive any minor irregularity or technicality in a bid, if in its sole judgment; it is in the best interest of the College.

Rob Johnson  
Director for Procurement  
April 6, 2021

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### Disclaimer

Prospective Bidders who have received this document or information from a source other than Emaryland Marketplace or the issuing office should immediately go to Harford Community College's Procurement Office Bid Board (<http://www2.harford.edu/CMS/Procurement/SolicitationDocuments.asp>) to ensure that they have received correct information, complete documents and any addenda. A firm's failure to monitor the College's bid board website may result in non-receipt of important information prior to the closing date and may also result in the rejection of a bid.

Note: The College's bid board is the official site of record for all documents.

## **1.0 PURPOSE AND OBJECTIVES**

- 1.1 The purpose of this IFB is to contract with a contractor to provide labor, equipment, materials, insurance, and supervision for renovations to the rigging and performance technical system in the Amoss Performing Arts Center Auditorium located in the Harford Technical High School, 200 Thomas Run Road, Bel Air Maryland 21015 (across from the College's main campus) in accordance with specifications and drawings provided.

## **2.0 INSTRUCTIONS TO BIDDERS**

### **2.1 Clarification; Addenda**

- 2.1.1 Bidders in doubt as to the meaning of any terms, conditions, or specifications, or finding any discrepancy in or omission from same shall notify the Purchasing Agent in writing at once. Such notice in no way obligates the Board of Trustees of Harford Community College (hereinafter referred to as "the College") to revise the bid documents, but should the Purchasing Agent determine that amendment is necessary, each bidder will be furnished same. Acknowledgement of receipt of addenda shall be noted on each bid form submitted.
- 2.1.2 The College assumes no responsibility for oral or telephonic explanations or interpretations of bid documents.

### **2.2 Cancellation**

- 2.2.1 The College may cancel this IFB, in whole or in part, at any time.

### **2.3 Form of Bids Submitted**

- 2.3.1 Bids must be fully and properly executed on the forms provided by the College, with a positive entry in each blank ("N/A" or "0" may be inserted as necessary), typewritten or in ink. Mistakes may be lined out and corrections made before the bid is submitted; the officer signing the bid must initial such corrections in ink.
- 2.3.2 Each bid must be submitted in a securely sealed envelope, prominently marked with the number and title of the bid, and the name of the bidder. Sealed bids will **not** be accepted via facsimile or email.
- 2.3.3 Each Bidder must include with his submission a fully executed Affidavit of Non-Collusion, as furnished by the College. Anti-Bribery Affidavits or other special forms may also be specifically required herein, as federal or state funding sources or other special conditions dictate.
- 2.3.4 The College reserves the right to consider informal any bid not prepared in accordance with instructions.

### **2.4 Preparation of Bids**

- 2.4.1 Bids should be prepared simply and economically, providing a straightforward, concise description of the items or services offered.
- 2.4.2 The College will not be responsible for any bid preparation or submission costs.

### **2.5 Exceptions; Alternates**

- 2.5.1 Bidders that take exception to any part of this IFB, or intend to offer an alternate product to that specified, must so indicate on the bid form. Failure to do so shall be interpreted as the Bidder's intent to comply with all instructions, terms, conditions, and specifications herein.
- 2.5.2 Conditional or qualified bids may be rejected.

## 2.6 Errors in Bids

- 2.6.1 Bidders 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 submitting bids. Failure to do so will be at the Bidders' own risk; relief cannot be secured on plea of error.
- 2.6.2 Should the unit and extended price(s) of any bid, or part thereof, be at variance, the unit price shall prevail for the purpose of evaluating bids.
- 2.6.3 When prices on the bid form are requested in both words and figures, the sum written in words shall govern in the case of any discrepancy.

## 2.7 Time

- 2.7.1 Unless otherwise specified herein, all time periods are expressed in calendar days.

## 2.8 Withdrawal

- 2.8.1 Any bid may be withdrawn before the scheduled due date. After a bid has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid.
- 2.8.2 The request to withdraw a bid must be made in writing addressed to the College's Director for Purchasing.

## 2.9 Receipt and Opening of Bids

- 2.9.1 Each bid shall be submitted to the Purchasing Agent or his/her designated Representative 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.
- 2.9.2 The Purchasing Agent or his/her representative will determine when the hour fixed for opening has arrived. No bid received thereafter will be considered.
- 2.9.3 Bids received will be duly recorded and the tabulation may be inspected by appointment.

## 2.10 Award of Bids

- 2.10.1 The contract(s) will be awarded to the lowest responsible and responsive Bidder(s), provided the offer is fair and reasonable, and it is in the best interest of the College to accept it.

## 2.11 Reservations

- 2.11.1 The College reserves the right to accept or reject either all bids after opening but before award, or any bid, in whole or in part, when it is in the best interest of the College. For the same reason, the College reserves the right to waive any minor irregularity or technicality in a bid.
- 2.11.2 The College also reserves the right to increase or decrease the quantities of any materials, equipment or services for which it is soliciting offers hereunder, and to award whole, in groups, or by item unless specifically indicated otherwise.
- 2.11.3 Unless otherwise specified herein, the College also reserves the right to award the contract(s) within not less than thirty (30) days after the bid opening. Any bid on which the time of acceptance is limited to less than the specified period may be rejected solely on that basis.
- 2.11.4 The College further reserves the right to reject the bid of a Bidder 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 or who has not preformed work of similar scope and size.

#### 2.12 Qualifications of Bidder

2.12.1 The College may make such investigation as it deems necessary to determine the ability of the Bidder to provide the required services, and the Bidder shall furnish to the College all such additional information for this purpose as the College may request. Bidder's qualifications are further specified herein. Should such investigation or evidence fail to satisfy the College that the Bidder is fully qualified to execute and complete the contract, his bid may be rejected.

2.12.2 Minority business enterprises are encouraged to respond to solicitations.

#### 2.13 Non-Discrimination in Employment

2.13.1 The Bidder shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, the Bidder shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

### **3.0 BONDING REQUIREMENTS**

#### 3.1 Bid Bond

- 3.1.1 Each bid must be accompanied by a bid bond issued by a Surety licensed in the State of Maryland, properly executed in favor of the Board of Trustees of Harford Community College (hereinafter referred to as "the College"), in an amount not less than five percent (5%) of the bid price. Certified or cashier's checks, in like amount, will be accepted in lieu of bid bonds.
- 3.1.2 Bids submitted without bid security will be rejected.
- 3.1.3 Bidders who submit certified or cashier's checks as security for bids requiring performance and payment bonds must state on the bid form the name and address of the Surety that will furnish such bonds.
- 3.1.4 Attorney-in-fact that executes the required bonds on behalf of the Surety shall affix thereto a certified and current copy or his power of attorney.
- 3.1.5 All bonds will be returned to all except the three (3) lowest responsive bidders within five (5) days after the public bid opening. The bonds of the remaining unsuccessful Bidders will be returned within 48 hours after the College and the successful bidder have executed the contract. If no contract is executed within ninety (90) days after the public bid opening, bid bonds will be returned upon demand of Bidders at any time thereafter, provided that a Bidder has not received notice of acceptance of the bid.

#### 3.2 Performance Bond: Labor and Materials Payment Bond

- 3.2.1 Before beginning work, the successful Bidder shall deliver to the College a Performance Bond in the amount of 100% of the contract amount covering faithful performance of the contract.
- 3.2.2 Labor and materials payment bonds in like amount, as security for payment of all persons performing labor and furnishing materials in connection therewith.
- 3.2.2 Should additional work be added to the Contract arising from this bid, the College may, at its discretion, ask for and the Bidder shall provide, additional bonding covering both the additional work and guarantee thereon.

- 3.2.4 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 seller 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) days of such notice, the College shall have the right to take over and complete the contract, and the seller and the Surety shall be liable for any excess costs incurred thereby.

#### 4.0 INSURANCE REQUIREMENTS

##### 4.1 General Requirements

- 4.1.1 Required Coverage's. Unless otherwise required herein, the Contractor shall purchase and maintain the insurance coverages listed below.

4.1.1.1 The Board of Trustees of Harford Community College (hereinafter referred to as "the College") does not in any way represent that the insurance limits specified below are sufficient or adequate to protect the Contractor's interests. It is understood that these are minimums only; the Contractor may purchase and maintain additional insurance as will protect him against claims that may arise from operations under the contract.

4.1.1.2 Should any of the insurance coverages indicated below be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions below, thirty (30) days advance written notice shall be given the College, **EXCEPT IN THE CASE OF NON-RENEWAL**. In this event, notice shall be given as soon as known, if that be less than thirty (30) days, not in any event less than ten (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation of non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor and the number of the Purchase Order.

4.1.1.3 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.

- 4.1.2 Certificate of Insurance Before beginning work on the Contract, the Contractor shall provide the College with Certificates of Insurance acceptable to the College that evidence the required coverages, and receive approval of same.

4.1.2.1 Such certificates for liability coverages **must include Harford Community College as an additional named insured.**

- 4.1.3 Contractor's Responsibility 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.

4.2 Insurance Coverages: Minimum limits of all coverages shall be not less than those below, or as otherwise provided in the Contract Documents, or as required by law, whichever is greater.

- 4.2.1 Comprehensive General Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims which may arise out of, or result from, the Contractor's operations under the Contract, whether such operations be by the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractor, or anyone for whose acts any of the above may liable.

4.2.1.1 Minimum Limits of Coverage

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- .2 The College reserves the right to require limits of \$2,000,000 per occurrence/\$3,000,000 general aggregate for contracts with high-risk (e.g. hazardous materials) features.

4.2.1.2 Coverages to be included: Broad form property damage, including products and completed operations, independent contractor's, and contractual liability coverages previously purchased separately.

4.2.1.3 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.

4.2.2 Automobile Liability Insurance Such insurance shall protect the Contractor and save the College harmless from claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4.2.2.1 Minimum Limits of Coverage:

- .1 Bodily injury/property damage liability—combined single limit of \$1,000,000 per accident.
- .2 The College reserves the right to require a combined single limit of \$3,000,000 per accident for contracts that will involve heavy equipment (e.g. tractors, mix-in-transit concrete trucks) operations on its premises.

4.2.2.2 Coverages to be included: Coverage for all owned, non-owned and hired motor vehicles.

4.2.3 Worker's Compensation and Employer's Liability Insurance Such insurance must contain statutory coverage for all employees engaged under the contract.

4.2.4 Umbrella Liability

4.2.4.1 Commercial General Liability - Minimum Limits:

- .1 Each occurrence - \$1,000,000
- .2 Aggregate - \$2,000,000

4.2.4.2 Business Auto – Minimum Limits:

- .1 Each accident - \$1,000,000

*4.3 Indemnification*

4.3.1 The Contractor 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 Contract. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Contractor 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.

*4.4 Property Lost, Damaged or Destroyed*

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

## 5.0 GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

### 5.1 Choice of Law: Compliance with Regulations

5.1.1 In all operations related to the Contract, those ordinances, regulations, and local government resolutions, together with the laws of the United States and the State of Maryland which are or shall become applicable to and control in any way the actions of those engaged as principal or agent, must be respected and adhered to strictly. The Seller shall protect and indemnify the Board of Trustees of Harford Community College (hereinafter referred to as "the College") and their agents and employees against any claim or liability arising from or based on the violation of any such ordinances, regulations, resolutions, or laws, whether by him or his employees.

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

### 5.2 Compliance with Specifications

5.2.1 The Seller 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.

### 5.3 Seller's Responsibility: Subcontractors; Assignment

5.3.1 The College will enter into a Contract with the selected offeror(s) only, who shall give personal attention constantly to faithful execution of the Contract, and keep same under his control.

5.3.2 The Seller shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect.

### 5.4 Taxes

5.4.1 The Seller shall pay, when due, all applicable taxes or assessments, and shall comply with all statutes and regulations of the applicable taxation authorities.

5.4.2 The College is tax-exempt and as such the Seller shall not bill State sales and use tax to the College. The College will provide a Maryland Sales and Use Tax Exemption Certificate for the Seller's file. The College **cannot** authorize any Seller to make tax-exempt purchases on the College's behalf.

### 5.5 Publicity

5.5.1 The Seller 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's Communications Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the seller from listing the College on its routine client list for matters of references.

### 5.6 Notices

5.6.1 Any notice required shall be in writing and may either be given by personal delivery or sent certified mail, addressed as follows: if to the Seller, at the address set forth in his bid; if to the College, to the attention of the Purchasing Agent at the address set forth in the heading of this IFB. Either party may change the address to which mailings shall be made from time to time by notice mailed as set forth above.

### 5.7 Changes

5.7.1 The 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.



- 5.7.2 No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Seller by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service.

#### 5.8 Delay; Force majeure

- 5.8.1 The Seller shall notify the College promptly of any material delay in delivery or performance of specified items or services, and shall detail in writing to the Purchasing Agent the proposed revised performance date as soon as practicable after notice of delay.
- 5.8.2 The Seller shall be liable for delays due to its fault or negligence.
- 5.8.3 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 Purchasing Agent. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.
- 5.8.4 Should the Seller be prevented from delivering or performing specified items or services by circumstances beyond his control, including but not limited to Act of God, war, flood, governmental action, the College reserves the right to withdraw such services from the Contract without incurring further liabilities on the part of the College thereby.

#### 5.9 Annulments

- 5.9.1 The College reserves the right to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations. Any action taken in pursuance of the latter shall not affect or impair any rights to claims of the College to damages for breach of contract by the Seller.
- 5.9.2 Should the Seller fail to comply with or perform any conditions of the contract within the time stipulated, the College reserves the right to purchase the required terms or services on the open market, and withhold any monies due under the contract to be applied to expenses consequent on the Seller's failure.

#### 5.10 Termination

- 5.10.1 In the event that the Seller violates any of the provisions of the Contract, the College may serve written notice upon the Seller of its intention to terminate the Contract. Such notices will contain the reason for such intention to terminate, and unless within ten (10) days after the serving of such notice the violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- 5.10.2 If funds are not appropriated for continuance of performance to completion, the Seller shall accept cancellation upon sixty (60) days prior written notice.
- 5.10.3 Notwithstanding the foregoing, the Seller agrees that the College shall have the right to terminate for convenience at any time during the term upon giving the Seller sixty (60) days prior written notice.

#### 5.11 Cooperative Purchasing

- 5.11.1 The College reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other 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.

- 5.11.2 The supplier/contractor 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, which may be requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies.
- 5.11.3 Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased.
- 5.11.4 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 Awarded Bidder.
- 5.11.5 Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

5.12 W-9 Form

- 5.12.1 The awarded bidder will be required to submit a current W-9 Request for Taxpayer Identification Number and Certification. The form may be emailed to the Procurement Office at [bbertier@harford.edu](mailto:bbertier@harford.edu).

5.13 Headings and Emphasis

- 5.13.1 The section headings, paragraph numbers, italics and other similar features of these documents are for convenience of reference only, and are not to be construed as indicative of the relative importance of any element.

## **6.0 SUPPLEMENTARY TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS**

6.1 Standard of Performance

- 6.1.1 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.
- 6.1.2 The Contractor shall permit inspection of its operations, at any time, by the Board of Trustees of Harford Community College (hereinafter referred to as "the College") or its authorized representatives, to determine that standards of quality are being met.

6.2 Materials, Substitutions, Samples, Shop Drawings

- 6.2.1 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.
- 6.2.2 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.
  - 6.2.2.1 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 of the article(s) desired, and shall be the basis upon which bids are submitted and evaluated; it is not intended in any way to restrict competition.
  - 6.2.2.2 Articles bid must equal to those referenced. 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 (See **GENERAL TERMS AND CONDITIONS**).

6.2.2.3 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 the College's written approval.

6.2.3 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.

#### 6.3 Laws and Regulations: Royalties and Patents

6.3.1 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 he observes that 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.

6.3.2 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of patent rights, and save the College harmless from loss on account thereof.

#### 6.4 Contractor's Employees; Safety and Security

6.4.1 The Contractor shall at all times enforce strict discipline and good order among his employees, or who shall be thoroughly experienced in the particular class of work for which they are employed.

6.4.2 The Contractor shall supervise and direct the work using his best skill and attention and shall be solely responsible for the adequacy, efficiency and safety of his plant, equipment and methods, and for coordination of all work under the contract.

6.4.2.1 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.

6.4.2.2 The Contractor shall provide to the College's representative the qualifications of the site supervisor or foreman evidencing his ability to manage the day-to-day operations of the project.

6.4.3 The Contractor agrees that all his employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers. Such 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.**

6.4.4 The Contractor shall be responsible to the College for the acts and omissions of his employees, subcontractors and their agents or employees, and other persons performing any work under the contract.

6.4.5 The Contractor shall cooperate at all times with the College's Public Safety Officers in enforcing regulations and in security, theft and fire control at the worksite, and shall not, except in emergency situations, summon public emergency agencies except through those officers.

6.4.5.1 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.

#### 6.5 Subcontractors

- 6.5.1 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. Approval of subcontractors will not be unreasonably withheld by the College.
- 6.5.2 The Contractor shall be as fully responsible to the College for the acts and omissions of his subcontractors, and their agents or employees, as he is for the acts of person directly employed by him.
- 6.5.3 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.
- 6.5.4 Nothing herein shall create any contractual relationship between any subcontractor and the College.

#### 6.6 Hazard Communication Program

- 6.6.1 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.
- 6.6.2 Contractors, subcontractors and their employees shall be permitted to view the Chemical Information Lists and the MSDS for all chemicals in the work area and shall be informed of the availability of the College's Hazard Communications Program.
- 6.6.3 This information exchange shall be conducted by the College's Environmental and Occupational Health Office and coordinated through the Environmental and Occupational Health Specialist.
- 6.6.4 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.

#### 6.7 Access to Site; Inspections; Concurrent Operations

- 6.7.1 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.
- 6.7.2 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.
- 6.7.3 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.

#### 6.8 Use of Premises; Responsibility for Tools, Materials, etc.

6.8.1 The Contractor shall confine his 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.

6.8.1.1 The Contractor shall store his 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.

6.8.1.2 The Contractor shall dispose of refuse, scrap, and debris of his operations daily, and ensure that the worksite has an orderly and workmanlike appearance at all times.

6.8.2 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 his employees, subcontractors, or materialmen, which may be stored at the jobsite.

#### 6.9 Time

6.9.1 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.

#### 6.10 Protection of Persons, Work and Property

6.10.1 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.

6.10.1.1 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.

6.10.1.2 The Contractor shall give all notices and post all required signs warning against hazards created by such features of the work such as stairways, hatchways, hoists, scaffolding, and falling materials.

6.10.1.3 The Contractor shall advise the College of the name of a member of his organization on the worksite responsible for enforcement of the above requirements.

6.10.2 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.

6.10.2.1 The Contractor shall promptly make good any such damage or loss caused in whole or in part by him, his subcontractors, or anyone directly or indirectly employed by him, 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.

6.10.2.2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

#### 6.11 Changes in the Work; Extras

6.11.1 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.

6.11.1.1 The cost or credit for changes shall be based upon one or more of the following: 1) unit prices previously approved; 2) a lump sum determined by mutual agreement; or 3) the actual cost of direct labor, direct materials, plus overhead and profit at a fixed fee determined by mutual agreement.

.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

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

The markup by the prime 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, .3 above.

6.11.2 No claims for extra work or costs shall be allowed except upon issuance of a written change order from the College (See **GENERAL TERMS AND CONDITIONS**). 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).

#### 6.12 Uncovering and Correction of Work

6.12.1 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.

6.12.1.1 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.

6.12.2 The Contractor shall correct, at his own expense, any work found to be defective or non-conforming within one (1) year after completion, or such longer period as may be prescribed by law or any applicable special warranty.

6.12.2.1 This provision is applicable to work of subcontractors, as well as direct employees of the Contractor.

## **7.0 BILLING AND PAYMENT**

7.1 Invoices, in triplicate, shall be forwarded to the College's Business Office, Attention Accounts Payable; the College's purchase order number must appear on each. Payment will be made within thirty (30) days after final acceptance. Invoices may be emailed to [AcctPay\\_Finance@harford.edu](mailto:AcctPay_Finance@harford.edu).

7.1.1 Before final payment is issued, the Contractor shall dismantle any temporary plant (including foundations thereof), falsework and scaffolding, and remove it from the site, along with all equipment, tools and surplus materials. He shall similarly remove all refuse and debris, leaving the area "broomclean".

7.1.2 Neither final payment nor partial or complete occupancy of the premises by the College shall constitute an acceptance of defective or non-conforming work, or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship.

7.1.3 If a progress payment is made, most of the contract price will not be invoiced and paid until completion and acceptance by the College.

## **8.0 BACKGROUND, SCOPE OF WORK AND SPECIFICATIONS**

### **8.1 Background**

Harford Community College wishes to make upgrades to the following but not limited to the counterweight rigging system, make repairs to the fire curtain system, lighting circuit system due to the fact that the existing system has past its life expectancy. The following scope of work and detailed specifications outlines the work to be accomplished for this project.

### **8.2 Scope of Work**

1. Replace existing counterweight rigging equipment.
2. Repair/upgrade fire safety curtain system.
3. Repair/modify the performance lighting circuit systems
4. Other items as detailed on the drawings.
5. Contractor Responsibilities
  1. Contractor must review all field conditions and take their own measurements and quantity estimates prior to fabrication and installation of materials.
  2. Contractor is responsible for electrical work
    - a. All electrical work shall be performed by a licensed Electrical Contractor.
    - b. All work shall be performed per applicable NEC, State and Local code.
  3. Contractor shall maintain a neat, clean and orderly jobsite throughout construction.
  4. Contractor shall have a supervisor onsite at all times during the installation.
    - a. Overhead rigging work shall be supervised by an Entertainment Technician Certification Program (ETCP) Certified Rigger-Theatre or a licensee of authority having jurisdiction.
  5. Contractor must be an authorized representative of the manufacturer of not less than one (1) of the specified equipment systems for a minimum of five (5) years.

6. Contractor must have a minimum of ten (10) years' experience in the type of work required and shall have completed a minimum of twenty (20) installations of the type and scope described herein. Installations must be in service for not less than two (2) years. Project scope requirements include, but are not limited to, project complexity, project construction cost and equipment contractor's construction costs.
6. The College reserves the right to inspect previous equipment and systems installed by the Contractor. The College reserves the right to reject a Contractor who has failed in any respect to comply with the provisions of previous contracts.
7. Upon request the Contractor shall submit a list of projects of similar size and scope as the requirements of this solicitation. The College will be the final judge of suitability of experience.

#### 8.3 Bid Breakdown

To provide the College the ability to best utilize available funds, pricing is requested broken down into primary packages and add alternates as detailed on the bid form.

It is not the intent of the College to split this work among multiple vendors, however, the College reserves the right to award all or portions of this project as is deemed in its best interest.

#### 8.4 Drawings/Detailed Specifications

- .1 Specifications for this project are indicated herein and drawings are provided as a separate PDF.



# DETAILED SPECIFICATIONS

SECTION 116100 PERFORMANCE MACHINERY GENERAL REQUIREMENTS

SECTION 116113 PERFORMANCE MANUAL RIGGING

SECTION 116137 PROSCENIUM FIRE SAFETY CURTAIN

- 8.4 No pre-bid conference will be held for this solicitation; a site visit, accompanied by Michael Channell **is mandatory**. Site visits are scheduled as follows:

**Tuesday, April 20 at 10:00 a.m.**

**Wednesday, April 21 at 10:00 a.m.**

Bidders shall meet at the Harford Tech High School parking lot, see attached map for location. All participants **must wear a face mask**.

Contact Michael Channell, Project Manager, via email at [mchannell@harford.edu](mailto:mchannell@harford.edu) or call 443-412-2654 to confirm attendance.

#### **9.0 BIDDER'S QUALIFICATIONS, COMPANY PROFILE, AND REFERENCES**

- 9.1 Bidders shall submit a company profile to include, at a minimum, the background and history of the company, size of the company, including the number of employees, annual sales volume for each of the past three (3) years and type of work performed by the company.
- 9.2 Bidder shall have been an authorized representative of the manufacturer of not less than one of the specified equipment systems for a minimum of five (5) years.
- 9.3 Submit three (3) references on the form provided in this solicitation package and in accordance with the instructions herein.
- 9.4 Bidder must have at least five (5) years experience in work of similar nature and scope.

#### **10.0 SUBCONTRACTORS**

- 10.1 Bidders shall identify any subcontractors in their proposal and shall submit the same information requested in paragraph 9.0 above.
- 10.2 All terms and requirements herein apply to any subcontractors.
  1. The College reserves the right to reject the proposed subcontractor(s) based on the terms stated herein.
- 10.3 Regardless of whether a subcontractor is accepted and used for the installation, the Contractor must have a person under the Contractor's direct employ supervising the installation at all times.

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

**IFB 21B-002 AMOSS THEATRE EQUIPMENT UPGRADES**

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

Bids must be received in the Procurement Office located in the Conowingo Center building, Room 105, at the College not later than the public opening scheduled for **1:00 p.m., Tuesday, May 11, 2021; late bids will not be accepted. Bidders submitting a bid via email must submit hard copies of the bid forms and bonds to the Procurement Office no later than 1:00 p.m. Thursday, May 13, 2021.**

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

1. Bid form, completed and sign;
2. Non-Collusion Certificate, completed and signed;
3. References on the form provided;
4. Company profile of contractor, paragraph 9.0 page 18;
5. Company profile of any subcontractor(s), paragraph 10 page 18

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BID OF: \_\_\_\_\_ DATE \_\_\_\_\_  
(Firm Name)

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

1. LUMP SUM PRICE
  - 1.1 Provide labor, supervision, materials, insurance and equipment to upgrade rigging and performance technical systems as specified in the specifications and drawings described herein.  
  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)
2. Breakdown of prices
  - 2.1 Refurbish single purchase counterweight line sets  
  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)
  - 2.2 Refurbish performance lighting single purchase line sets and power feeds  
  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)
  - 2.3 Refurbish and convert double purchase line sets with single purchase  
  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)

2.4 Fire curtain repairs and upgrades  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)

2.5 Smoke hatch rigging repairs and upgrades  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)

3. ALTERNATES

3.1 Provide an add deduct price for one (1) line set refurbishment (A1)  
\_\_\_\_\_ DOLLARS \_\_\_\_\_  
(Figures)

3.2 Replace existing hand crank fire curtain winch with motorized unit to include electrical work.  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_  
(Figures)

3. TIME OF COMPLETION:

Bidders shall confirm that all work shall be completed by September 30, 2021, provided that an award is made by June 8, 2021. \_\_\_\_\_ (Initial Here)

3. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this bid within sixty (60) calendar days after its opening, to execute the contract in accordance with the bid as accepted, and to render and a certificate of insurance within ten (10) calendar days after notification of award.

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

If a corporation, place corporate seal beside signature above and state:

Name of president: \_\_\_\_\_

Name of secretary: \_\_\_\_\_

Under laws of what state incorporated: \_\_\_\_\_

Minority Business Certification: (Please check one)

\_\_\_\_\_ MBE    \_\_\_\_\_ WBE    \_\_\_\_\_ Not applicable

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

NON-COLLUSION CERTIFICATE

SOLICITATION: **IFB 21B-002 AMOSS THEATER EQUIPMENT UPGRADES**

**I HEREBY CERTIFY** that I am the \_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of \_\_\_\_\_

whose address is \_\_\_\_\_.

AND 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:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith;
- (b) 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.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

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

REFERENCES

SOLICITATION: **IFB 21B-002 AMOSS THEATER EQUIPMENT UPGRADES**

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

1. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contact \_\_\_\_\_  
Email \_\_\_\_\_  
Project \_\_\_\_\_

2. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contact \_\_\_\_\_  
Email \_\_\_\_\_  
Project \_\_\_\_\_

3. Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contact \_\_\_\_\_  
Email \_\_\_\_\_  
Project \_\_\_\_\_

BID OF: \_\_\_\_\_  
FIRM NAME

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

NO BID REPLY FORM

SOLICITATION: **IFB 21B-002 AMOSS THEATER EQUIPMENT UPGRADES**

Dear Sir or Madam:

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

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

- \_\_\_ 1. We do not sell the items/services for which proposals are requested.
- \_\_\_ 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- \_\_\_ 3. We cannot submit a bid because of marketing or franchising policies of the manufacturing company.
- \_\_\_ 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- \_\_\_ 5. Other commitments preclude our participation at this time.
- \_\_\_ 6. We do not wish to participate in the bid process.
- \_\_\_ 7. We do not wish to submit a bid under the terms and conditions of the Invitation for Bid document.  
Our objections are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_ 8. We do not wish to sell to Harford Community College. Our objections are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_ 9. Other: \_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_  
(PLEASE PRINT)

Authorized Signature \_\_\_\_\_

- \_\_\_ We wish to remain on the Bidder's List.
- \_\_\_ We wish to be removed from the Bidder's List.