



Procurement Office
401 Thomas Run Road • Bel Air Maryland 21015
Voice: 443-412-2307 • Fax: 443-412-2392
Web: www.harford.edu/Purchasing/BidBoard

INVITATION FOR BIDS

IFB 17B-001 BELCAMP CENTER BUILDING RENOVATIONS

Harford Community College invites sealed bids to provide labor, equipment, materials, supervision, and insurance to perform demolition of interior walls, doors, flooring, millwork, ceiling, electrical and select mechanical systems, as well as construction of interior walls, new doors, carpeting, painting, lighting, and electrical, data and telephone work. Project will also include construction of a new concrete sidewalk, exterior building lighting and limited ductwork modifications. Work is to be performed in and around Belcamp Center building, on the College's Bel Air campus, in accordance with the specifications and sketches provided herein. The estimated cost is approximately **\$150,000**. Time for completion of all work is 60 days after notice to proceed.

Bidders shall contact Beth Bertier at bbertier@harford.edu to acknowledge receipt of the solicitation documents.

The successful bidder will be required to provide Certificate of Insurance and submit a current W-9 *Request for Taxpayer Identification Number and Certification* before beginning work.

A pre-bid conference and site visit will not be held for this solicitation; an accompanied site visit is mandatory. Bidders shall contact Lou Claypoole, Project Manager, at lclaypoo@harford.edu to reserve attendance at one of the scheduled site visit dates provided in section 8.4.

All questions shall be directed to Kelly Ryan, Director for Procurement via email at keryan@harford.edu; deadline for questions is **2:00 p.m., Wednesday, February 1, 2016**. Questions and answers will be issued in an addendum periodically during and shortly after this period.

Addenda will be posted on the College's web site: www.harford.edu/purchasing/bidboard and on Emaryland Marketplace at www.emaryland.buyspeed.com. **It is the bidder's responsibility to monitor these sites and download the addenda.**

Sealed bids will be received in the Procurement Office, room 132 of the Hickory Center until the public opening, scheduled for:

**Thursday, February 16, 2017
1:30 p.m. local time**

Bids received after the above deadline will not be accepted.

Bids must be valid for a period of sixty (60) days following the closing date. Award is anticipated to be made by February 23, 2016. Time for completion of all work is 60 days after notice to proceed.

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, if in its sole judgment; it is in the best interest of the College.

Kelly J. Ryan, CPPO
Director for Procurement

January 18, 2017

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Disclaimer

Prospective Bidders who have received this document or information from a source other than Emaryland Buyspeed or the issuing office should immediately go to Harford Community College's Procurement Office Bid Board (www.harford.edu/purchasing/bidboard) 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.

1.0 PURPOSE AND OBJECTIVES

- 1.1 The purpose of this IFB is to contract with a firm to provide labor, equipment, materials, supervision, and insurance to perform demolition of interior walls, doors, flooring, millwork, ceiling, electrical and select mechanical systems, as well as construction of interior walls, new doors, carpeting, painting, lighting, and electrical, data and telephone work. Project will also include construction of a new concrete sidewalk, exterior building lighting and limited ductwork modifications. Work is to be performed in and around Belcamp Center building, on the College's Bel Air campus, in accordance with the specifications and sketches provided herein.

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 Procurement.

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, if in its sole judgment; it is in the best interest of the College.
- 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 sixty (60) 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 performed 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 INTENTIONALLY BLANK

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 Marketing 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 W-9 form

- 5.11.1 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.

5.12 Headings and Emphasis

- 5.11.2 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 or 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**.

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 (2) years 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.

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 SCOPE OF WORK AND SPECIFICATIONS

8.1 SCOPE OF WORK

.1 The required work includes providing labor, equipment, materials, supervision, and insurance to perform demolition of interior walls, doors, flooring, millwork, ceiling, electrical and select mechanical systems, as well as construction of interior walls, new doors, carpeting, painting, lighting, and electrical, data and telephone work. Project will also include construction of a new concrete sidewalk, exterior building lighting and limited ductwork modifications. Work is to be performed in and around Belcamp Center building, on the College's Bel Air campus, in accordance with the specifications and sketches provided herein.

8.2 DEMOLITION

- .1 Remove all counter tops, base and wall cabinets and misc. hardware
- .2 Remove all sinks, faucets, plumbing, telecommunications wiring and electrical wiring and outlets associated with the base cabinets and countertops in all rooms
- .3 Remove handicap stall partition in women's room and repair mounting holes
- .4 Remove door, frame and drywall in Hallway – 1
- .5 Remove all 'Green' plastic piping located in ceiling, cap and seal at floor, skim coat

- .6 Remove misc. wall mounted fixtures such as white boards, tack boards, soap dispensers, surface mounted medical accessories, etc.
- .7 Save white board and drop down screen for reinstallation. Cut approximately one foot off end of white board to fit on wall in room BC-8.
- .8 Remove sheetrock enclosures and ductwork associated with the six wall cabinets exhaust system. Remove roof mounted exhaust fan, fan housing, and electrical components. Repair roof where exhaust fan was located.
- .9 Remove two fume hoods and all connecting utilities.
- .10 Remove all equipment and cabinets located in room BC-7 to include all utilities.
- .11 Remove all ductwork associated with the two fume hoods. Remove to the exterior wall where it leaves building. Cap, insulate and seal wall penetration to make air and water tight.
- .12 Remove three return air grilles and associated ductwork back to main return line above room BC-5
- .13 Install a new return air grille at above location above ceiling.
- .14 Remove emergency gas shut-off box and all piping
- .15 Terminate gas service inside mechanical room. Natural gas for this building shall only serve equipment in mechanical room.
- .16 Remove wall mounted tempering valve and associated piping. Piping to be removed back to mechanical room and capped
- .17 Remove existing floor coverings and cove base
- .18 Remove and replace front and rear exterior building doors and frames
- .19 Remove Water fountains, cap piping in ceiling or in wall
- .20 Remove exterior canvas canopy – repair walls with a matching fill and color to correct holes

8.3 NEW WORK (See SKE-2 for locations)

WALLS

- .1 Construct new walls and modify existing walls as shown on plans
- .2 Repair sheetrock walls where exhaust ductwork, wall and base cabinets, fume hoods and other equipment were removed.
- .3 Provide blocking in walls to support countertops, benches, shelving, lockers and wall monitors.
- .4 All sheetrock in this building to be repaired and be free of damage, and or stains.
- .5 New walls to be metal stud, sixteen inches on center, half-inch drywall on each side, all walls to be insulated.
- .6 New walls to terminate at existing drop ceiling.
- .7 Cut opening in existing wall to install new door in room BC-5. Frame door opening for new door. Door to open into room against exterior wall. Relocate utilities in wall as needed.

PAINTING

- .1 All walls in building to receive one coat of primer and two coats of Sherwin Williams Paint, color to be approved by college.
- .2 All door frames to be primed and painted

CEILINGS

- .1 Replace all damaged or stained ceiling tile
- .2 Replace all damaged ceiling grid
- .3 Reconfigure ceiling grid to accommodate new walls, lighting layout and where equipment was removed.
- .4 Insure entire ceiling is level and secure

FLOORING

- .1 Flash floors where needed to provide for a smooth surface
- .2 Install carpet tiles, new cove base and transition strips where carpet meets floor tile
Carpet shall be "Interface Carpet tiles, Entrobean 50 CM tile", color TBD
- .3 Install commercial grade VCT in Hallway one, rooms BC-5, BC-6 and BC-9, color TBD
- .4 Restroom floors to remain as is

DOORS - See SKE-2 for locations

- .1 Provide door, door frames, locksets, closures, hinges, and door stops
- .2 New wood doors to match existing type and existing finish (Note A and D)
- .3 New interior hollow metal doors to be painted (Note B) – college will approve color
- .4 Replace and match existing front door and frame (Note F)
- .5 Door locksets to be mortise and be provided by "BEST"
- .6 Retain front door operator for reuse
- .7 Provide five new door closures – "Norton"
- .8 Exterior rear door and frame to be painted steel – college will approve color
- .9 Provide ADA approved exit devices for buildings front and rear exit doors
- .10 Provide "Von duprin" Rim Exit device with EL function on both doors

COUNTER TOPS

- .1 Install six 1-1/2" thick laminate countertops as shown on plans.
- .2 Provide 1-1/2" grommets for computer cords to pass through, three per counter
- .3 Provide gussets and wall blocking to support counters, gussets spaced no more than three feet apart
- .4 Gussets to be set back four inches and tapered to rear
- .5 Provide finished side panel for counter in room BC-1
- .6 Provide backsplash at all areas where counter meets wall

LIGHTING PLAN - See SK-1 for locations

- .1 Complete ceiling lighting layout as shown on provided plan. Some light fixtures will require relocation and or rotating 90 degrees which may require reconfiguring ceiling grid and tile
- .2 Provide new light switches as shown
- .3 Provide three new 2 x 4 "night lights" as shown on plan, these lights shall remain on at all time
- .4 Clean and Re-lamp all lay-in light fixtures with new "LED" bulbs
- .5 All three hallways and room BC-1 shall be placed on a three-way switch so all lights operate.
Switches to be located at buildings entrance doors
- .6 Install two new "College Provided" LED light fixtures above buildings entrance doors. Supply and install one new LED fixture on West side of building. Fixture Type = Hubbell LNC2-126-U-5K-3-1-PC

POWER PLAN - See SKE-3 for locations

- .1 Remove all power and data outlets that are 18" AFF
- .2 Wiring to be terminated back to the nearest ceiling mounted junction box
- .3 Remove electrical wall receptacles and outlets – blank plates are not permitted
- .4 Provide new power as shown on plans
- .5 Provide two dedicated GFCI circuits for room BC-6, one located above counter for micro-wave and one for Refrigerator.
- .6 Saw cut floor to locate power and data outlets in center of room BC-10, shown on plans

- .7 Install a floor box that will accommodate both a duplex receptacle and two duplex voice/data outlets. Type = Hubbel 4 gang recessed floor box CFB4G30CR with cover.
- .8 Provide new schedule in panel

DATA PLAN - See SKE-3 for Locations

- .1 Remove all data and phone outlets higher than 18" AFF
- .2 Remove one phone/wiring and outlet mounted on wall outside room BC-7
These cables shall be removed back to the patch and IDF located in Mechanical room
- .3 Install new (CAT – 6) plenum rated data and phone wiring and outlets as shown on plans
- .4 All new and existing voice/data outlets to be tested and labeled per college direction
- .5 Install new analog line for printer located in Hallway-2
- .6 Install new analog line in room BC-7 – college to locate
- .7 Install data line to front door, terminate in exterior weather proof phone box, college to provide phone

HVAC - See SKE-5 for locations

- .1 Relocate thermostat and sensor in Room BC-6 to adjacent wall in Hallway – 2
- .2 Relocate four supply air diffusers as shown on plan
- .3 Provide new supply air diffuser with eight inch flex duct and volume dampers in room BC-7
- .4 Remove three existing return air ducts shown on plan, remove main 14" X 24" duct back to wall and cap with a one-half inch grille.
- .5 Install a 6" X 24" return air grille in rooms BC-5, 8 and 9
- .6 Cap, seal and insulate two 12" x 24" exterior air intake vents located above ceiling on rear wall.

LIFE SAFETY

- .1 Provide two new illuminated "LED" ceiling mounted exit sign in hallways

BREAK ROOM BC-6

- .1 Provide Counter top, two door base cabinet, one-sliding drawer, single bowl sink and faucet for this room
- .2 Counter top to match that used in building
- .3 P-Lam for cabinets to be approved by College
- .4 Provide a set of 12" deep overhead cabinet's width of room
- .5 Extend hot and cold water lines from buildings existing plumbing to sink
- .6 The sink to favor one side of counter to allow room for a microwave to be located
- .7 Provide sink shut off valves for both hot and cold water
- .8 Saw cut floor to install sink drain line to existing sewer line as shown on plans
- .9 Install vent line for sink, extend through roof with proper boot
- .10 Remove existing vent pipe and boot and replace with new

ROOM BC-7

- .1 Install rough opening and framing to receive new sliding glass window system to be installed by contractor.
- .2 Window to be approximately 4 feet high by 5 feet wide.
- .3 Window System and detail specifications provided by College.
"TSS HST ALUMINUM HORIZONTAL SLIDER TRANSACTION WINDOW ASSEMBLY"
"MANUFACTURER IS TOTAL SECURITY SOLUTIONS"
- .4 Window opening to receive mini-blinds
- .5 Rated Walls for Room BC-7
Walls for this room are noted in RED on sketch and shall be constructed in the following manner,
Remove existing dry wall

Remove utilities
Install half-inch plywood to existing metal studs to secure block too
Install six inch solid concrete block - floor to ceiling
Rework ceiling to accommodate new wall
Concrete block shall be installed above and below window opening
Install steel lintel above window to support block.
Install half-inch drywall over block wall

SIDEWALK - See SKE-4 for location

- .1 Construct new side walk as shown on provided plans.
- .2 Sidewalk to connect rear entrance stairs to existing sidewalk
- .3 Sidewalk to be four feet wide, four inches thick, set on four inches of #57 stone with reinforcing wire. Sub base shall be compacted prior to placement of stone. Install expansion joints where sidewalk meets stairs, midway and where it meets existing sidewalk. Sidewalk to be one inch above existing lawn elevation.

CLEANING

- .1 Entire building to be cleaned
- 8.4 No pre-bid conference will be held for this solicitation; a mandatory accompanied site visit is required. Bidders shall contact Louis Claypoole, Project Manager, via email at lclaypoo@harford.edu to schedule attendance on one of the following dates:
- .1 Wednesday, January 25, 2017 at 1:30 pm
 - .2 Thursday, January 26, 2017 at 1:30 pm
 - .3 Tuesday, January 31, 2017 at 10:00 am

Bidders shall meet at Belcamp Building for site visit .

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 Submit three (3) references on the form provided in this solicitation package and in accordance with the instructions herein.
- 9.3 Bidder must have at least three (3) years experience in performing work of similar nature and scope.

10.0 SUBCONTRACTORS

- 10.1 Bidders shall identify any subcontractors in their bid and shall submit the same information requested in paragraph 9.0 above.

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

IFB 17B-001 BELCAMP CENTER BUILDING RENOVATIONS

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 Hickory Center, Room 132, at the College not later than the public opening scheduled for **1:30 PM Wednesday, February 15, 2016; late bids will not be accepted.**

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

1. Bid form, completed and sign;
2. Non-Collusion Certificate, completed and signed;
3. References on the form provided;
4. Company profile of contractor, paragraph 9.0 page 15; and
5. Company profile of any subcontractor(s), paragraph 10 page 16.

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 perform renovations in and around the Bel Camp building in accordance with the specifications herein.

_____ DOLLARS \$ _____
(Figures)
2. TIME FOR COMPLETION:
Bidders shall confirm that work shall be completed by 60 days after notice to proceed, provided that an award is made by February 23, 2016_____ (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 and 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 17B-001 BELCAMP CENTER BUILDING RENOVATIONS

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 17B-001 BELCAMP CENTER BUILDING RENOVATIONS

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 _____

2. Firm Name _____
Address _____

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

3. Firm Name _____
Address _____

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

BID OF: _____
FIRM NAME

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

NO BID REPLY FORM

SOLICITATION: IFB 17B-001 BELCAMP CENTER BUILDING RENOVATIONS

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.