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HARFORD
COMMUNITY COLLEGE

NOTICE TO BIDDERS

IFB 19B-002 FALLSTON HALL RENOVATION

Harford Community College invites competitive sealed bids to provide labor, material, equipment, supervision, delivery, construction, installation, insurance and bonds to renovate the Fallston Hall building on the main campus in accordance with the specifications developed by Design Collective and available on the FTP site provided herein, refer to section 7.0.

Bidders are requested to contact Beth Bertier, Procurement Assistant at bbertier@harford.edu to acknowledge receipt of the bid package; **please provide firm name, address and phone number in the email.**

A pre-bid conferenced will not be held for this project. An **accompanied site visit is mandatory**; scheduled dates/times are indicated in section 8.0.

A five (5) per cent bid bond is required with the bid. The successful bidder will be required to provide a certificate of insurance and performance and payment bonds for the contract sum before beginning work.

Questions shall be directed to Beth Bertier, via email: bbertier@harford.edu. **Deadline for questions is 12:00 Noon Monday, September 24, 2018.** Questions and answers and addenda, if any, will be posted to Emaryland Marketplace website www.emaryland.buyspeed.com and the Harford Community College Procurement website www.harford.edu/purchasing/bidboard. **It is the bidders' responsibility to monitor these sites, download the addenda and acknowledge receipt of addenda on the space provided on the bid form.**

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

**Thursday, October 4, 2018
1:30 p.m. local time.**

Prices bid must be firm for ninety (90) days after the opening date. Award is anticipated to be made after State Board of Public Works approval in November 2018. (See overall project schedule provided herein.)

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.

Beth Bertier
Procurement Assistant

September 7, 2018

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***These documents shall be included in the Bidder's submittal.**

Campus map

Prospective bidders who have received this document or information from a source other than the Issuing Office should immediately go to the Harford Community College Procurement bid board (www.harford.edu/purchasing/bidboard) to ensure that they have received the correct information, complete documents and any addendums. Failure to monitor the website may result in a non receipt of important information prior to the closing date which may result in the rejection of a bid/proposal.

1.0 INSTRUCTIONS TO BIDDERS

1.1 Clarification; Addenda

- 1.1.1 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 immediately. 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 via certified mail. Acknowledgement of receipt of addenda shall be noted on each bid form submitted.
- 1.1.2 The College assumes no responsibility for oral or telephonic explanations or interpretations of bid documents.

1.2 Cancellation

- 1.2.1 The College may cancel this IFB, in whole or in part, at any time before the scheduled bid opening.

1.3 Form of Bids Submitted

- 1.3.1 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.
- 1.3.2 Each bid must be submitted in a securely sealed envelope, prominently marked with the number and title of the bid, the date and time of its opening, and the name of the bidder. Sealed bids will **not** be accepted via facsimile or email.
- 1.3.3 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.
- 1.3.4 The College reserves the right to consider informal any bid not prepared in accordance with instructions.

1.4 Preparation of Bids

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

1.5 Exceptions; Alternates

- 1.5.1 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.
- 1.5.2 Conditional or qualified bids may be rejected.

1.6 Errors in Bids

- 1.6.1 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.

- 1.6.2 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.
- 1.6.3 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.
- 1.7 Time
 - 1.7.1 Unless otherwise specified herein, all time periods are expressed in calendar days.
- 1.8 Withdrawal
 - 1.8.1 Any bid may be withdrawn before the scheduled time of opening. After a bid has been opened, it may not be withdrawn during the period stated herein, for which prices and terms must remain valid.
 - 1.8.2 The request to withdraw a bid must be made in writing addressed to the College's Procurement Office.
- 1.9 Receipt and Opening of Bids
 - 1.9.1 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 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.
 - 1.9.2 The Purchasing Agent or his/her representative will determine when the hour fixed for opening has arrived. Bids will then be publicly opened and read, and no bid received thereafter will be considered.
 - 1.9.3 Bids received will be duly recorded and the tabulation may be inspected by appointment
- 1.10. Award of Bids
 - 1.10.1 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.
- 1.11 Reservations
 - 1.11.1 The College reserves the right to reject, either all bids after opening of the bids but before award, or any bid, in whole or 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.
 - 1.11.2 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.
 - 1.11.3 Unless otherwise specified herein, the College also reserves the right to award the contract(s) within not less than ninety (90) 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.
 - 1.11.4 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 comparable nature and scope in a proper and timely manner, in accordance with the instructions herein.

1.12 Qualifications of Bidder

- 1.12.1 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 information for this purpose as they may request. 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.
- 1.12.2 Minority business enterprises are encouraged to respond to solicitations.

1.13 Non-Discrimination in Employment

- 1.13.1 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 basis of race, color, religion, creed, age, sex, national origin, status as an individual with a disability, veteran, sexual orientation, marital status or in any other status protected by law.

2.0 INSURANCE REQUIREMENTS

2.1 *General Requirements*

- 2.1.1 Coverages Required: Unless otherwise required herein, the Contractor shall purchase and maintain the insurance coverages listed below.
- 2.1.1.1 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.
- 2.1.1.2 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.
- 2.1.1.3 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.
- 2.1.2 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.
- 2.1.2.1 Such certificates for liability coverages **must include Harford Community College as an additional named insured.**
- 2.1.3 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.

2.2 *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.

- 2.2.1 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 be liable.

2.2.1.1 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.

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

2.2.1.3 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.

2.2.2 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.

2.2.2.1 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.

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

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

2.2.4 Umbrella Liability

2.2.4.1 Commercial General Liability - Minimum Limits:

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

2.2.4.2 Business Auto – Minimum Limits:

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

2.2.4.3 Employers Liability – Minimum Limits:

- .1 Each accident - \$1,000,000
- .2 Aggregate (for disease) - \$1,000,000
- .3 Each employee (for disease) - \$1,000,000

2.2.5 Builders Risk Insurance

2.2.5.1 Contractor shall carry and provide evidence of Builder's Risk insurance in an amount equal to the value of the renovation and addition.

2.3 *Indemnification*

2.3.1 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.

2.4 *Property Lost, Damaged or Destroyed*

2.4.1 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.

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 GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

4.1 Choice of Law: Compliance with Regulations

- 4.1.1 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.
- 4.1.2 The Seller shall obtain and pay for all necessary licenses and/or permits, unless otherwise specified herein.

4.2 Compliance with Specifications

- 4.2.1 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.

4.3 Seller's Responsibility: Subcontractors; Assignment

- 4.3.1 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.
- 4.3.2 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.

4.4 Taxes

- 4.4.1 The Seller shall pay, when due, all applicable taxes or assessments, and shall comply with all statutes and regulations of the applicable taxation authorities.
- 4.4.2 The College is tax-exempt, but **cannot** authorize any Seller to make tax-exempt purchases on the College's behalf.

4.5 Publicity

- 4.5.1 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 and Public Relations 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.

- 4.6 Notices
- 4.6.1 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.
- 4.7 Changes
- 4.7.1 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.
- 4.7.2 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 Office, incorporating such change and agreeing to the rate increment or revised service.
- 4.8 Delay; Force majeure
- 4.8.1 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.
- 4.8.2 The Seller shall be liable for delays due to its fault or negligence.
- 4.8.3 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.
- 4.8.4 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.
- 4.9 Annulments
- 4.9.1 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.
- 4.9.2 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 items 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.
- 4.10 Termination
- 4.10.1 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.
- 4.10.2 If funds are not appropriated for continuance of performance to completion, the Seller shall accept cancellation upon sixty (60) days prior written notice.

- 4.10.3 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.
- 4.11 Headings and Emphasis
 - 4.11.1 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.
- 4.12 Additional Terms and Conditions
 - 4.12.1 In addition, General Terms and Conditions of the Contract for Construction, AIA Document A201 – 2007 shall apply.
- 5.0 SUPPLEMENTARY TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS**
- 5.1 Standard of Performance
 - 5.1.1 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.
 - 5.1.2 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.
- 5.2 Materials, Substitutions, Samples, Shop Drawings
 - 5.2.1 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.
 - 5.2.2 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.
 - 5.2.1.1 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.
 - 5.2.1.2 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**).
 - 5.2.1.3 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.
 - 5.2.3 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.
- 5.3 Laws and Regulations: Royalties and Patents

- 5.3.1 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.
- 5.3.2 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.
- 5.4 Contractor's Employees; Safety and Security
 - 5.4.1 The Contractor shall at all time 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.
 - 5.4.2 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.
 - 5.4.2.1 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.
 - 5.4.2.2 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.
 - 5.4.3 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.**
 - 5.4.4 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.
 - 5.4.5 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.
 - 5.4.5.1 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.
- 5.5 Subcontractors
 - 5.5.1 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.
 - 5.5.2 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.
 - 5.5.3 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.

- 5.5.4 Nothing herein shall create any contractual relationship between any subcontractor and the College.
- 5.6 Hazard Communication Program
 - 5.6.1 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.
 - 5.6.2 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.
 - 5.6.3 This information exchange shall be conducted by the College's Environmental and Occupational Health Office and coordinated through the Environmental and Occupational Health Specialist.
 - 5.6.4 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.
- 5.7 Access to Site; Inspections; Concurrent Operations
 - 5.7.1 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.
 - 5.7.2 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.
 - 5.7.3 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.
- 5.8 Use of Premises; Responsibility for Tools, Materials, etc.
 - 5.8.1 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.
 - 5.8.1.1 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.
 - 5.8.1.2 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.
 - 5.8.2 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.

- 5.9 Time
 - 5.9.1 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.

- 5.10 Protection of Persons, Work and Property
 - 5.10.1 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.
 - 5.10.1.1 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.
 - 5.10.1.2 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.
 - 5.10.1.3 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.
 - 5.10.2 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.
 - 5.10.2.1 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.
 - 5.10.2.2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

- 5.11 Changes in the Work; Extras
 - 5.11.1 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.
 - 5.11.1.1 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.

- 5.11.2 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).

5.12 Uncovering and Correction of Work

- 5.12.1 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.
 - 5.12.1.1 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.
- 5.12.2 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.
 - 5.12.2.1 This provision is applicable to work of subcontractors, as well as direct employees of the Contractor.

6.0 BILLING AND PAYMENT

- 6.1 Invoices, in triplicate, shall be forwarded to the College's Business Office; the College's purchase order number must appear on each. Payment will be made within thirty (30) days after final acceptance and receipt of all manuals, materials, and other receivables from the Contractor.
 - 6.1.1 Before final payment is issued, the Contractor shall dismantle the 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".
 - 6.1.2 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.

7.0 SPECIFICATIONS

7.1 Background:

The project requires the renovation of the 25,800 SF Fallston Hall Building in accordance with the specifications herein prepared by Design Collective. The building is constructed using post and beam, brick exterior and metal standing seam roof. Work will include replacement of all mechanical, life safety, and telecommunications systems. The building's roof, soffit, fascia and gutter system shall receive improvements to eliminate leaking and deterioration. All interior spaces shall receive varied levels of improvements to include new doors and hardware, carpeting, lighting, painting, ceiling tile, etc.

The building will be vacated during the renovation and expansion process.

7.2 Scope of Work

Furnish supervision, labor, materials, equipment, delivery, construction, installation, performance testing, bonding and insurance in accordance with the specifications herein.

7.3 Instructions to obtain/download Specifications and Drawings

7.3.1 Bidders may download specifications and drawings prepared by Design Collective from the following sharefile site:

<https://harford.sharefile.com/d-s4ff84417f2944298>

7.3.2 Bidders are requested to acknowledge receipt of the documents via email to Beth Bertier at bbertier@harford.edu. **Please include name, address and phone numbers in the acknowledgment.**

8.0 MANDATORY ACCOMPANIED SITE VISITS

8.1 A **mandatory** site visit is required accompanied by Louis Claypoole or his appointed Representative. A schedule of site visits is as follows:

Wednesday, September 12 th	8:00 a.m.
Wednesday, September 19 th	8:00 a.m.
Thursday, September 20 th	2:00 p.m.

Email Lou Claypoole at lclaypoo@harford.edu to reserve a date and time and include the names of the attendees. Please bring a business card.

Site visits will begin promptly at the scheduled date/time in the main lobby of Fallston Hall Building.

9.0 FIRM (COMPANY) PROFILE/EXPERIENCE

9.1 Bidders shall submit a company profile with their bid 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 number of years in business.

9.2 Submit three (3) references that are comparable in nature and scope to the requirements of this solicitation within 10 years on the form provided herein.

9.3 Bidders shall have a minimum of ten (10) years experience performing the work specified herein.

10.0 PROJECT SCHEDULE

10.1	Solicitation posted	September 7, 2018
	Deadline for Questions	September 24, 2018
	Public Opening of Bids	October 4, 2018
	Contract to HCC Board for approval	November 13, 2018
	Contract to State BPW for approval	December 19, 2018
	Award contract	December 21, 2018
	Move out of Building	January 9, 2019
	Notice to proceed	January 14, 2019
	Completion of work	December 6, 2019

11.0 PREVAILING WAGE RATES

Current prevailing wage rates shall apply for this project, refer to attachment entitled "Prevailing Wage Rates". The College will provide the wage rates for this project in a separate document.

12.0 BID AFFIDAVIT

Refer to attachment entitled "Bid/Proposal Affidavit" and submit with bid.

13.0 BID BOND

Refer to attached entitled "Bid Bond" and submit with bid.

14.0 CONTRACT AFFIDAVIT

Refer to the attached entitled "Contract Affidavit" which is to be completed by the Contractor at award of contract.

15.0 PERFORMANCE BOND

Refer to the attachment entitled "Performance Bond" which is to be completed by the Contractor after award of contract.

16.0 PAYMENT BOND

Refer to the attached entitled "Payment Bond" which is to be completed by the Contractor after award of contract.

17.0 MINORITY BUSINESS ENTERPRISE PROCEDURES AND MBE PARTICIPATION FORM.

The Contractor for this project shall achieve a required minimum of ten percent (10%) of the total dollar value, directly or indirectly, from certified minority business enterprises. Refer to the "MBE Participation Form" which is to be submitted with bid.

18.0 UNIT PRICES

18.1 This Section specifies administrative and procedural requirements for unit prices.

18.2 A unit price is the amount stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.

18.3 Unit prices include all necessary material, overhead, profit and applicable taxes. (This includes mark-ups by the General Contractor, Sub-contractor, suppliers etc.)

18.4 The "Unit Price Schedule" is included on the bid form for the **Bidder to initial as agreeing to the unit prices for the duration of the project.**

18.5 The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

PREVAILING WAGE RATES

- 1.1 The Edgewood Hall Renovation and Addition project is a capital construction project funded by the State of Maryland; therefore, as determined by the Department of Labor, Licensing and Regulation (DLLR) current prevailing wage rates shall apply.

- 1.2 After contract award and approval a representative of the Prevailing Wage Unit of the DLLR will attend the pre-construction meeting to provide an overview of policies and procedures. Topics of discussion will include:
 - a. Timely filing of certified payroll records
 - b. Overtime requirements
 - c. Apprenticeship ratio
 - d. Restitution & liquidated damages (consequences of violations)
 - e. How to obtain wage classification (when not indicated on Wage Determination)
 - f. Proper classification of workers
 - g. Posting of Wage Rate at project site
 - h. Helpers and Trainees prohibited
 - i. Fringe benefit payments (proper method of computing benefits)

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

IFB 19B-002 FALLSTON HALL RENOVATION

All bids must be fully and properly executed, securely sealed, and marked with the number and title of the bid and the date and time of its opening. Envelopes shall be addressed to the Procurement Office 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 until the Public Opening scheduled for **1:30 p.m., Thursday, October 4, 2018**, when they will publicly opened and read.

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

1. Bid form, completed and signed;
2. Bid/Proposal Affidavit;
3. Non-Collusion Certificate, completed and signed;
4. Bid bond;
5. Response to paragraph 9.0 page 15;
6. References, on the form provided;
7. Bid Affidavit Form;
8. MBE Participation Form.

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 FIRM PRICE
1.1 Provide labor, supervision, materials, equipment, construction, installation, testing, insurance and bonds for the renovation of Fallston Hall Building in accordance with the specifications herein.

_____ DOLLARS \$ _____
(Figures)

2. TIME OF COMPLETION: The undersigned agrees to complete work by December 6, 2019, provided that a notice to proceed is given by December 21, 2019. _____ Initial Here
3. UNIT PRICE SCHEDULE (refer to section 18.0 page 16)

<u>SCOPE OF WORK</u>	<u>UNIT PRICE</u>
3.1 Open area earth excavation completed by machine.	\$ _____/cu yd
3.5 Imported top soil (spread).	\$ _____/cu yd
3.8 Sodding, includes all required soil amendments and fertilizers required by specifications.	\$ _____/cu yd
3.9 Asphalt paving including removal of existing, rolling placement, hauling, sub-base and other associated work required to finish	\$ _____/ton

I agree to unit prices _____ (Initial here)

4. 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 a certificate of insurance and performance and payment bonds upon 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 19B-002 FALLSTON HALL RENOVATION**

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

REFERENCES

Solicitation: **IFB 19B-002 FALLSTON HALL RENOVATION**

Each firm must furnish three (3) references of recent (within 10 years) prior service comparable in nature and scope to the requirements of the captioned solicitation.

1. Firm Name _____
Address _____

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

2. Firm Name _____
Address _____

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

3. Firm Name _____
Address _____

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

BID OF: _____
Firm Name

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

NO BID REPLY FORM

SOLICITATION: IFB 19B-002 FALLSTON HALL RENOVATION

Dear Sir or Madam:

To assist us in obtaining good competition on our invitations for bids, we ask that each firm that has received an invitation, but does not wish to 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 bids 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 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.

Rev 1/01

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16 101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16 101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension.

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16 101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13 221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30 1 through 30 4 et seq. of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (Check one) Maryland (domestic) corporation foreign (non-Maryland) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____
(Authorized Legal Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the state of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of (\$ _____), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for. _____

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) day if no period is specified) after receipt of the forms, or in the event failure so to execute such further contractual documents and give such bonds, id the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of Witness Individual Principal
..... as to.....(SEAL)

In Presence of Witness Co-Partnership Principal
.....(SEAL)
(Name of Co-Partnership)
..... as to By:(SEAL)
..... as to.....(SEAL)
..... as to.....(SEAL)

Corporate Principal
.....
(Name of Corporation)

Attest:

..... By.....
Corporate Secretary President AFFIX CORPORATE SEAL

.....
(Surety)

Attest:

By:

AFFIX
CORPORATE
SEAL

..... Title:
Signature

Bonding Agent's Name:.....

.....
(Business Address of Surety)

Agent's Address.....

Approved as to legal form and sufficiency

this day of 20.....

PERFORMANCE BOND

Principal	Business Address of Principal
-----------	-------------------------------

Surety	Obligee
--------	---------

a corporation of the State of Maryland. By and through the following
and authorized to do business in the State of Maryland

Penal Sum of Bond (express in words and figures)	Date of Contract , 20.....
--	-------------------------------------

Description of Contract	Date Bond Executed , 20.....
-------------------------	---------------------------------------

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Trustees of the Community College of Baltimore County which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Community College of Baltimore County, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Community College of Baltimore County to be in default under the Contract, the Surety may, within 15 days after notice of default from the Community College of Baltimore County, notify the Community College of Baltimore County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Community College of Baltimore County thereupon shall have the remaining

.....
(Surety)

Attest:

(SEAL) By:AFFIX
CORPORATE
SEAL

.....
Title

.....
Signature

Bonding Agent's Name:.....

.....
(Business Address of Surety)

Agent's Address.....

(Contractor shall fill in all blank spaces above this line) Approved as to legal form and sufficiency

this day of 20.....

PAYMENT BOND

Principal	Business Address of Principal
-----------	-------------------------------

Surety	Obligee
--------	---------

a corporation of the State of Maryland. By and through the following and authorized to do business in the State of Maryland,

Penal Sum of Bond (express in words and figures)	Date of Contract
 , 20.....

Description of Contract	Date Bond Executed
 , 20.....

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized it do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Community College of Baltimore County named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void otherwise it shall remain in full force and effect, subject to the following conditions:

A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal of Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness		Individual Principal
.....	as to(SEAL)

In Presence of Witness		Co-Partnership Principal
.....	(SEAL)
		(Name of Co-Partnership)
.....	as to By:(SEAL)
.....	as to(SEAL)
.....	as to(SEAL)

		Corporate Principal
Attest:	
		(Name of Corporation)

		AFFIX
..... as to By:		CORPORATE
Corporate Secretary		SEAL
	President	

.....
(Surety)

Attest

(SEAL)

By:

AFFIX
CORPORATE
SEAL

Signature

Title:

Bonding Agent's Name:.....

(Business Address of Surety)

Agent's Address.....

(Contractor shall fill in all blank spaces above this line) Approved as to legal form and sufficiency

this day of 20.....

MINORITY BUSINESS ENTERPRISE PROCEDURES

1. The prime contractor or supplier who provides materials, supplies, equipment and/or service for this project shall achieve a required minimum of ten (10%) of the total dollar value, directly or indirectly, from certified minority business enterprises.
 - 1.1 Definitions:

A "Minority Business Enterprise" means any legal entity, other than a joint venture, organized to engage in commercial transactions that is at least 51 percent owned and controlled by one or more "minority persons", or a non-profit entity organized to promote the interests of the physically or mentally disabled.

A "Minority Person" means a member of a socially disadvantaged minority group, which for the purposes of this procedure includes Blacks, Hispanics, American Indians, Asians, Women and the physically and mentally disabled.

A "Certified" MBE means a legal entity that has been certified by the Maryland Department of Transportation as a minority business enterprise.
 - 1.2 Ownership
 - 1.2.1 For a sole proprietorship, that the sole proprietor is a minority person.
 - 1.2.2 For a partnership, that at least 51 percent of the partnership's assets or interests are owned by minority person(s).
 - 1.2.3 For a corporation, that legal and equitable ownership of at least 51 percent of all classes of stock, bonds or other securities issued by the corporation is owned by minority person(s).

If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests or agreements held by a non-minority person or business entity, the options, security interests or agreements held by a non-minority person or business entity may not significantly impair the minority person's ownership interest.
 - 1.3 Control: "Control" means the exercise of the power to manage and operate a business enterprise.

Contractors may use the Maryland Department of Transportation Central Directory for this project.
2. The bidder shall submit the Minority Business Enterprise Participation Form with the bid. Failure to submit may result in the bid being determined as non-responsive. The apparent low bidder may be requested to submit other minority business enterprise material and supporting data within ten (10) working days from notification that the firm is the apparent low bidder.
3. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the Harford Community College Procurement Office within ten (10) working days of notification that the firm is the apparent low bidder.
4. A completed Minority Business Enterprise Schedule of Participation form.
5. Bidders must acknowledge and agree to the minimum requirement of ten percent (10%) participation. The prime contractor shall structure his/her operations for the performance of the contract to attempt to achieve the purpose of this procedure.
6. The prime contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient performance of the project.

7. The prime contractor must assure that MBE's shall continue to have the opportunity to compete for subcontract work under this contract even after contract award.
8. The prime contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the Procurement Office may conduct.
9. The prime contractor shall maintain such records as are necessary to confirm compliance with its MBE utilization obligations. These records shall indicate the identity of certified minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work, services and procurement achieved.
10. All records concerning MBE participation must be retained by the prime contractor for three (3) years after final completion of the contract and will be available for inspection by the Harford Community College Procurement Office or an authorized Maryland State agency.

MINORITY BUSINESS ENTERPRISE (MBE)

PARTICIPATION FORM

HARFORD COMMUNITY COLLEGE

OFFEROR: _____

BIDDERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____ IS NOT _____ A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

Black (not Hispanic) _____ Hispanic _____ Asian/Pacific Islander _____
American Indian/Alaska native _____ Disabled _____ Female _____

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____ IS NOT _____ COMMITTED TO ACHIEVE A MINIMUM REQUIRED MBE PARTICIPATION LEVEL OF 10%.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

Firm Name

Signed Date

Type or Print Name

Title