

Procurement Office
Harford Community College
401 Thomas Run Rd.
Bel Air, MD 21015
Voice: 443-412-2416

REQUEST FOR QUOTE

RFQ 16Q-022 STORM WATER MANAGEMENT POND REPAIRS

Harford Community College seeks quotations to provide labor, equipment, tools, materials, supervision, and insurance to repair the College's main storm water management pond on campus. Refer to plan sheets 160235, 160236, and 160237 which contain all of the specifications.

The College intends to award the contract for this work within two (2) weeks after receipt of quotations. The work is to be completed between August 1 and August 31, 2016.

Please acknowledge receipt of this request to Beth Bertier at bbertier@harford.edu.

Specifications:

Work consists of removing an existing riser, trash rack and anti-vortex device at the Colleges main storm water management pond. Installing a 36" HDPE Slip Line into an existing 48" corrugated pipe (BCCMP), installing bulkheads and grouting. Work also includes replacing the existing dewatering pipe and orifice plate and outfall apron. All work to be completed in accordance with provided plans and specifications.

Option 1 on bid form,
Replace Trash Rack and Anti-Vortex device if found to be unusable once removed.

Option 2 on bid form
Replace Riser if found unusable once removed.

Questions

Bidders shall direct any questions, via email, to Vic Dodson at vdodson@harford.edu. The deadline for questions is **6:00 p.m. Monday, May 30, 2016**. Answers to questions will be provided in addendum which will be available for download from the College's bid board (www.harford.edu/purchasing/bidboard) and Emaryland Marketplace (www.emaryland.buyspeed.com). **It is the Bidder's responsibility to monitor these sites and download addenda.**

Quotation Submittal

One (1) original and one (1) copy of quotation shall be submitted to the Procurement Office, located in the Hickory Building Room 132 at the above address, attention Vic Dodson, **to arrive no later than 12:00 noon on Tuesday, June 7, 2016.** Quotations shall be submitted on the attached quote form.

The Bidder shall provide three (3) references on the Reference Form included in this solicitation document of projects that demonstrate similar nature and scope.

There is no pre-bid meeting and no mandatory site visit; Bidders may visit the site on their own. The project is clearly described on the three (3) plan sheets provided. For directions, contact either Lou Claypoole at 443-412-2655 or Steve Garey at 443-412-2156.

Company Profile/Experience

Bidders shall submit a company profile to include, at a minimum: the background and history of the company including overview of its product lines and services; size of the company including the number of employees; approximate annual sales volume for each of the past three (3) years; and number of years in the business. Bidder must have a minimum of 3 years providing the services covered in this RFQ.

References

Submit three (3) references of similar scope, performed in the past three (3) years, in accordance with instructions, and on the form provided herein.

General Terms

Harford Community College general terms and conditions dated 1/12/06, revised 6/7/12, are attached and shall apply. In addition, the following indemnification applies:

Indemnification

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 agreement. 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.

Insurance

The Contractor shall maintain general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. It is expected that the Contractor will have at least minimum amounts of \$1,000,000 general liability; \$1,000,000 auto; statutory limits for worker's compensation; and \$1,000,000 umbrella liability. Prior to beginning work, the Contractor shall send a certificate of insurance to the College's Procurement Department, and the College shall be named as additional insured on the insurance certificate.

The College reserves the right to accept or reject any and all quotations, in whole or in part, received as a result of this RFQ; to waive minor technicalities, or to negotiate with all responsible Bidders, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College 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.

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 quotation may be rejected.

Bidding Submittal to include the following forms:

- * **One (1) original and one (1) copy** of quotation on the form provided herein.
- * Three (3) References on the form provided herein.
- * Company Profile/Experience as identified herein.

Vic Dodson CPM
Asst. VP for Procurement
May 16, 2016

Harford Community College General Terms and Conditions

1) DELIVERY AND PACKING

Delivery shall be made in accordance with instructions on the purchase order. All prices shall include delivery. All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices.

2) TERMS OF DELIVERY

Delivery terms shall be FOB destination unless otherwise stated.

3) TERMS OF PAYMENT

Payment terms shall be net 30 days, unless otherwise stated.

4) TAX EXEMPTION

The College is generally exempt from Federal excise and Maryland sales and use taxes. Exemption certificates are available upon request.

5) WARRANTY AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Seller's instructions at Seller's risk and expenses and, if Seller directs, will be returned at Seller's expense. Payment for goods or services furnished or performed by Seller shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Seller.

6) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement.

7) DELAYS: FORCE MAJEURE

Seller shall not be liable for delays in manufacture or delivery of goods and services and the College shall be not be liable for delay in acceptance of any part of such goods and services to the extent that such delays are due to causes beyond the reasonable control of the party (Seller or College) affected thereby, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, lockouts, floods, war, acts of terrorism, riot, provided that the party affected thereby promptly notifies the other party of such event and uses its best efforts to remedy the situation within a reasonable period of time.

8) PATENTS

Seller guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Seller will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

9) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Seller's expense.

10) INVOICES

Invoices shall be mailed to Harford Community College, Accounts Payable, 401 Thomas Run Road, Bel Air MD 21015. The purchase number must appear on the invoice. Failure to comply may result in delay of payment.

11) COMPLETE AGREEMENT

The purchase order hereto and these terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and

Seller with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Seller's quotation is referred to herein, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

12) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order and these terms and conditions for any reason at the College's convenience upon written notice to the Seller. Upon such termination Seller agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination, provided, however, that the College shall have no liability whatsoever for goods which are Seller's standard stock.

13) TERMINATION FOR DEFAULT

When the Seller has not performed or has performed unsatisfactorily, payment shall be withheld at the discretion of the College. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination.

14) NON COLLUSION

Seller certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Seller also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Seller or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

15) NON-HIRING OF EMPLOYEES

No employees of the College, the State, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Seller.

16) NON DISCRIMINATION

The Seller agrees a) not to discriminate in any manner against an employee or applicant for employment due to race, color, religion, sex, national origin, age, status as an individual with a disability, veteran, sexual orientation, marital status or any other status as protected by law; b) include a provision similar to that contained in subsection (a) above in any subcontract for standard commercial supplies or raw materials; and c) to post and to cause subcontractors to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

17) ASSURANCE OF NON-CONVICTION OF BRIBERY

Seller hereby declares and affirms that, to it best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

18) MARYLAND PUBLIC INFORMATION ACT

The Seller recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Seller agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed

19) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or a designee. Pending final decision of the dispute, the Seller shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

20) INSOLVENCY

If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Seller, then at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

21) HAZARDOUS AND TOXIC SUBSTANCES

Seller must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances and as amended from time to time. Seller shall provide to the College's Environmental Safety Office a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

22) AUDIT

Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Seller and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

23) RECORD RETENTION

The Seller shall retain and maintain all records and documents relating to the subject matter of this agreement for three (3) years after final payment by the College under this agreement.

24) INSURANCE AND INDEMNIFICATION

The Seller or Contractor will be required to have proper identification showing Supplier name and technician name, at all times while on campus. The Seller or Contractor shall maintain such insurance as will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller's or Contractor's operations under this agreement, or by anyone directly or indirectly employed by the Seller or Contractor. The College shall be named as additional insured on the insurance certificate.

25) COMPLIANCE WITH LAWS

Seller agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4 and U.S. laws regarding hiring practices to ensure a legal workforce.

26) MARYLAND LAW

This agreement shall be construed and interpreted according to Maryland Law.

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QUOTATION FORM

RFQ 16Q-022 STORM WATER MANAGEMENT POND REPAIRS

All quotations should be properly executed on the form provided, sealed in an envelope and delivered or mailed to the Procurement Office located in the Hickory Center, Room 132 (Entrance #5 first building on your left) address above. Proposals must be received in the Procurement Office **not later than 12:00 Noon, Tuesday, June 7, 2016.**

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

1. Quotation form, completed and signed;
2. References, on the form provided;
3. Profile of Company

QUOTE OF: _____ DATE _____
(Firm Name)

In accordance with the information, terms and conditions, specifications and requirements for the captioned solicitation, I/we submit the following for evaluation:

1. Firm Price to provide labor, equipment, tools, materials, supervision, and insurance to repair the College's main storm water management pond on campus in accordance with the plans and specifications herein:

1.1 _____ \$ _____
WORDS FIGURES

- 1.2 Optional additional cost to replace Trash Rack and Anti-Vortex device if found to be unusable once removed:

_____ \$ _____
WORDS FIGURES

- 1.3 Optional additional cost to replace Riser if found unusable once removed.

_____ \$ _____
WORDS FIGURES

2. Confirm to perform work between August 1 and August 31, 2016. _____ Initial here

3. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within sixty (60) calendar days after the deadline above, to proceed to execute the contract in accordance with the proposal as accepted.

Firm Name

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 what laws incorporated _____

Minority Business Certification – Please check one:

_____ MBE _____ WBE _____ Not Applicable

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REFERENCES

Solicitation **RFQ 16Q-022 STORM WATER MANAGEMENT POND REPAIRS**

Each firm must furnish three (3) references of recent (within five (5) years) prior service comparable in nature and scope to the requirements of the captioned solicitation.

1. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of Project _____

2. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of Project _____

3. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email _____
Description of Project _____

QUOTE OF: _____
Firm Name