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**Chesapeake College
P.O. Box 8
Wye Mills, Maryland 21679**

Request for Proposals:

**Portable Streaming Equipment System
Wye Mills, Md. Campus**

For Specific Information Regarding this Request for Proposals:

Mrs. Karen Smith
Chesapeake College
P.O. Box 8, Wye Mills, Maryland 21679
410-827-5816
ksmith@chesapeake.edu

July 28, 2022

Request for Proposals

OWNER:

Chesapeake College

INVITES SEALED PROPOSALS:

Portable Streaming Equipment System

TYPE OF BID:

Bids shall be on a lump sum basis.

BID SUBMISSION:

Sealed bids should be emailed to Mrs. Karen Smith,
ksmith@chesapeake.edu.

All bids must be clearly marked:

SEALED BID FOR: Portable Streaming System Project ATTN: Mrs. Karen Smith.

Sealed bids marked in the same manner may be hand delivered to: Mrs. Karen Smith, Chesapeake College, Dorchester Administration Building. Faxed will not be accepted. All bids must be received **by 1:00 P.M. EST. on Friday August 26, 2022.** A public bid opening will be held in the Dorchester Administration Building, Room D233, at that time.

Anticipated Contract Approval - September 22, 2022 Board of Trustees meeting

Project Identification:

Chesapeake College Todd Performing Arts Center Portable Streaming System Wye Mills, Maryland

Scope of Work:

The scope of work for this project includes the purchase of equipment for a portable streaming system, installation, and training for college personnel. This streaming system is to be used primarily in the Todd Performing Arts Center (Low light setting), but needs to be designed to be used all over campus for a variety of different events.

Base Bid Equipment Specifications proposed:

- 3 - Sony Pro BRC-H800/WPW Full HD Pan Tilt Zoom Cameras
- 3 - Sony Pro BRC-WMZ330W Wall Mount Brackets for BRC-SRG X Series PTZ Cameras
- 2 - Sony Pro PXW-Z190 4K Handheld Camcorder with 1/3-Type 3CMOS, 4K 50p/60p Recording, 25x Zoom Lens
- 5 - Professional grade tripods
- 1 - Remote Controller for PTZ Cameras
- 1 – Professional grade Television Studio Live Production Switcher
- 1 – HD Recorder
- 1 – Web Presenter

Base bid to include all monitors, streaming equipment, cabling, road cases/storage bags, and other accessories needed for a professional mobile streaming set up.

Alternate Bid

Provide a proposal for a portable streaming system to meet the needs of the college using non Sony equipment for the project cameras, and camcorders and all other types of equipment specified in the Base Bid.

Alternate bid to include all monitors, streaming equipment, cabling, road cases/storage bags, and other accessories needed for a professional mobile streaming set up.

The “Contractor” will be responsible for providing all labor, materials, and specified equipment for this project.

General Conditions:

C. The contractor shall supply all labor, materials, tools, and equipment necessary to complete the Scope of Work, as stated herein, in compliance with these specifications.

B. The contractor agrees to begin work only after a ‘Notice to Proceed’ is issued. The College’s “Purchase Order” shall serve as the “Notice to Proceed” for this project. The Contractor will arrange for “Training” with the college project manager once equipment is delivered and assembled. The selected vendor will be expected to work with the college to complete this work during hours consistent with the availability of the theater and the theater staff.

C. For any work to be completed by subcontractors the contractor agrees to furnish a complete list of all proposed subcontractors to be employed on this project. The list shall be included with the Bid Submission and will include subcontractors company name, address, and contact person & telephone number.

D. Contractor shall be responsible for obtaining all federal, state and county permits applicable to this project.

E. Contractor is responsible for proper storage and staging of on-site material to be used for this project. The storage and staging areas are to be coordinated prior to the start of the project with the College project manager. Contractor is responsible for cleanup of all stored materials on college property.

F. Contractor is responsible to remove from college grounds all debris resulting from contractor’s work. Disposal of this material is the sole responsibility of the contractor. Contractor agrees to dispose of all such material in a manner compliant with all federal &state requirements. **Under**

no circumstances will the contractor allow any debris or by products from clean up to enter the College's storm drain system or sewer system.

G. The college reserves the right to cancel the contract for cause with twenty-four (24) hours written notice.

H. The college reserves the right to reject any or all bids, or to waive any informalities and/or irregularities in the bid proposals, when in their judgment, the public will be better served.

Workmanship

A. The contractor shall be responsible for, and use utmost care to ensure the safety & protection of the occupants' & owners of the property including, but not limited to office furniture, office supplies, file cabinets, windows, painted surfaces, vehicles, and any other property or pedestrian traffic in the work area and staging areas.

B. The contractor and workers who will perform the specified work must be knowledgeable of the requirements of this project specification, be competent in their trade, and have sufficient experience to properly perform this work. **Qualified supervision must be on the job site during all performance of work.**

C. The contractor shall complete the work in accordance with these Specifications, the project documentation as well as any and all manufacturer's specifications, and all workmanship shall be guaranteed for a minimum of one (1) year from the date of project completion or longer based on the specifications for this project. The contractor, prior to submittal of bid documents, shall verify all measurements and areas encompassed by this specification and the contract.

D. The work involved in these specifications must be performed in a safe and workmanship like manner by a contractor possessing all approved qualifications and authorizations.

Access

Chesapeake College agrees to permit adequate access to all work areas.

Safety

The contractor shall be responsible for complete compliance with federal, state, & county safety regulations including but not limited to current MOSH & OSHA Standards.

Liaison

Chesapeake College's designated project manager and the contractor's designated representative shall transmit all information pertaining to the job and shall not permit unauthorized interference from residents of the College or from the contractor's employees.

Extras and Change orders

It is anticipated that the aforementioned work shall be inclusive and that there will not be extras or changes. The approval for extra work or any deviation from the specifications will be the sole responsibility and determination of Chesapeake College and will be issued as an additional purchase order to the contractor. No extra work will be done or changes made in the work as specified without a written purchase order from the college.

Payment Schedule & Terms

Upon completion of all work specified & cleanup of the work area, the contractor will submit an invoice to the College's project manager. All payments will be made within thirty (30) days of acceptance of a College approved invoice.

Pre-bid Meeting and Tour (Attendance is Recommended and Encouraged)

A walk through and information session will be held at the Todd Performing Arts Center lobby Wye Mills, Maryland on Monday August 8, 2022 at 1:00 P.M.

Bid Requirements

In order to be considered all proposals must include

1. One original copies of the bid form including acknowledgement of any addenda (Attachment A)
2. Three company references (name, address, contact name and phone number);
3. A copy of a current business license
4. Insurance certification covering liability, property damage and Worker's Compensation
5. Signed bid affidavit. The bid affidavit must be signed by the principal officer of the company making the offer. (Attachment B)

Acceptable and Unacceptable Bid Proposals

The college reserves the right to reject any or all bids, or to waive any informalities and/or irregularities in the bid proposals, when in their judgment, the public will be better served.

**Attachment A
BID FORM
RFP**

Chesapeake College
Portable Streaming System Project
Wye Mills, Maryland

**Chesapeake College
P.O. Box 8
Wye Mills, Maryland**

The undersigned proposes to furnish all labor, materials, equipment and services necessary to complete the above named project at Chesapeake College, Wye Mills, Maryland.

FirmName _____

The undersigned having examined the bidding requirements, contract conditions, as well as all pertinent specifications and having received clarification of all items of conflict or questions, and having examined the site and accepted existing conditions as those under which work will be performed, submits a lump sum price for the base bid.

BASE BID: Furnish all labor, materials, equipment, and incidentals necessary to complete the Portable Streaming System Project, Chesapeake College (Wye Mills, Maryland), as specified in these contract documents.

BID PRICING: _____

\$ _____
LUMP SUM BASE BID PRICE

LUMP SUM BID PRICE IN WORDS (PRICE AS STATED IN WORDS SHALL CONTROL)

ALTERNATE BID PRICING: _____

\$ _____
LUMP SUM ALTERNATE BID PRICE

LUMP SUM BID PRICE IN WORDS (PRICE AS STATED IN WORDS SHALL CONTROL)

Firm
Name _____

Address _____

Phone _____ **Fax** _____

Signature _____

Title/Printed Signature _____

Bid/Proposal Affidavit Attachment B

A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.

B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations 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 the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The 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 (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (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 offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)