

**MC MONTGOMERY
COLLEGE
OFFICE OF PROCUREMENT**

ROCKVILLE CAMPUS CENTRAL PLANT COOLING TOWERS & CLOSED LOOP SYSTEMS WATER TREATMENT SERVICES

RFB NO.: 419-006

RFB CLOSING DATE AND TIME: JUNE 25, 2019 AT 3:00 PM

ADDENDUM #2

ISSUED DATE: JUNE 11, 2019

THE PURPOSE OF ADDENDUM:

- To update the Site Examination in Item 1.2, Section 1 as follows:

Two organized site visits have been scheduled at the following dates:

Monday, June 17, 2019, at 10:00 a.m.

Wednesday, June 19, 2019, at 1 p.m.

The College representative will meet all perspective Bidders for the site visits at Science Center (SC) atrium on the Rockville Campus at the above dates and time. It takes approximately one hour to complete the whole walk through.

Direction to the site examination is included in this Addendum. Bidders may also call Rockville Facilities help desk at 240-567-5073 for assistance to find the site visit location.

All other specifications, terms and conditions remain unchanged.



Patrick Johnson
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **bid submission**. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

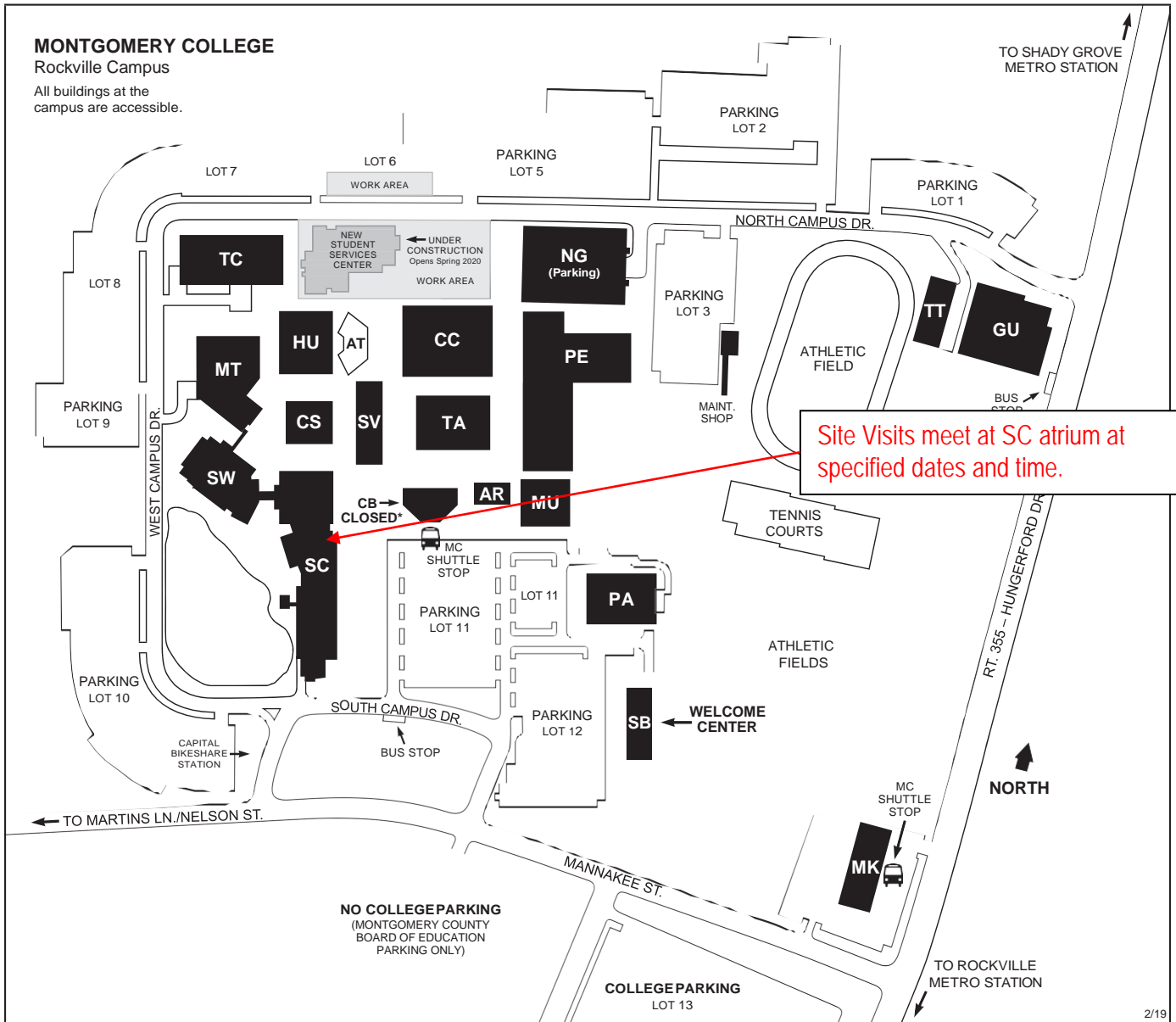
Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE

Rockville Campus



MONTGOMERY COLLEGE
Rockville Campus
51 Mannakee Street
Rockville, MD 20850
240-567-5000; TTY 301-294-9672
montgomerycollege.edu
For updates to campus maps, visit
montgomerycollege.edu/maps

Legend of Campus Buildings

(as of February 2019)

- AR Paul Peck Art Building
- AT Amphitheatre
- CB Counseling and Advising Building*
- CC Campus Center
 - Bookstore
 - Cafeteria
 - Student Life Office
 - Workforce Development & Continuing Education Office (WD&CE)
- CS Computer Science Building
- GU Homer S. Gudelsky Institute for Technical Education

- HU Humanities Building
- MK Mannakee Building
 - Center for Training Excellence
 - Counseling and Advising
 - Disability Support Services
 - Public Safety Office
- MT Gordon and Marilyn Macklin Tower
 - Library
- MU Music Building
- NG North Garage (Parking)
- PA Robert E. Parilla Performing Arts Center
- PE Physical Education Center
- SB South Campus Instruction Building
 - Welcome Center

- SC Science Center
- SV Student Services Building
 - Enrollment Services
 - Financial Aid Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

* Closed as of December 17, 2018. Counseling, Disability Support Services, and Public Safety offices relocated to Mannakee Building (MK).

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RFB NO.: 419-006

RFB CLOSING DATE AND TIME: JUNE 25, 2019 AT 3:00 PM

ADDENDUM #1

ISSUED DATE: JUNE 10, 2019

THE PURPOSE OF ADDENDUM:

- To update the Site Examination contact information in Item 1.2, Section 1 as follows:

To schedule a site visit, Bidders shall send a written request to:
Steve Airing, Mechanic Supervisor, Rockville Campus Facilities Office
Phone: 240-567-7380
Email: steven.airing@montgomerycollege.edu

All other specifications, terms and conditions remain unchanged.



Patrick Johnson
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **bid submission**. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Date

Authorized Signature

Printed/Typed Signature



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR BID

RFB NO.: 419-006

**CENTRAL PLANT COOLING TOWERS & CLOSED LOOP SYSTEMS WATER TREATMENT SERVICES
ROCKVILLE CAMPUS**

All bid responses **MUST BE RECEIVED** in the Procurement Office by **3:00 PM local time on June 25, 2019**.

Bids will not be accepted via facsimile or e-mail.

Prices must remain firm for: 120 days after bid opening date, but prior to contract award.

Bid Bond Requirements: None.

Performance, Labor and
Material Bond requirements: None.

Pre-Bid Conference: None.

Minority vendors are encouraged to respond to this bid solicitation.

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/proposal will be accepted after the date and time stated above.

A handwritten signature in blue ink, appearing to read 'Patrick Johnson', with a stylized flourish at the end.

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Bidders who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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SECTION 1 – BID AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with water treatment services for the central plant cooling towers and closed loop systems on the Rockville Campus, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Site Examination

Bidders are REQUIRED to examine and investigate existing site conditions prior to submitting a bid. Bidders MUST include in their bid submission, a Verification of Examination of Site Conditions form, provided in Attachment C, to be signed by an authorized College Representative at the completion of site visit.

To schedule a site visit, Bidders shall send a written request to:
Steve Airing, Rockville Campus Facilities Plant Supervisor
Phone: 240-567-7380
Email: steve.airing@montgomerycollege.edu

Bid submission shall serve as verification that, at the time of receipt of the bid response, the Bidder has inspected the site and has read and is thoroughly familiar with the RFB documents (including all Addenda); has examined and finds the Specifications/Scope of Work; and agrees that given what the Specifications/Scope of Work require, in any part of the Work, the required result can be produced. Failure or omission of a Bidder to inspect the site or to examine any form, instrument or document shall in no way relieve a Bidder from obligations with respect to their bid proposal.

1.3 Bid Submittal Due Date

All responses to this Request for Bid (RFB) must be delivered to and received by Montgomery College Procurement Office, 9221 Corporate Blvd, Rockville, Maryland 20850 by **3:00 p.m. on June 25, 2019**, and must be sealed and clearly identified and marked with the bid number, bid title, bid due date/time along with the bidder's name and address. **Facsimile or email transmissions will not be accepted. No responses will be accepted after this date and time.** In the event that the College is closed on the bid opening date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

The bid response must be signed by an individual who has full authority from the Bidder to enter into a binding agreement on behalf of the Bidder so that a contract may be established as a result of acceptance of the bid submitted. By reference, the terms, conditions, and specifications set forth in the Request for Bid shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the bid response and accepted by the College.

1.4 Contact Information

Request for information related to this solicitation shall be directed to **Yu (Judy) Zhu, Purchasing Manager** via e-mail to yu.zhu@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **June 19, 2019**. No questions will be accepted after this date.

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SECTION 1 – BID AND CONTRACT INFORMATION

1.5 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

All addenda shall become part of the Request for Bid. If conflicts, discrepancies, ambiguities, or omissions in or between the Request for Bid are not brought to the attention of the College before the bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

1.6 Conditions and Instructions

Bidders shall also refer to, understand, and agree to Attachment E, General Conditions and Instructions, of this bid. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFB.

1.7 Bid Required Submittal List

- Price Proposal (Section 4)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Verification of Examination of Site Conditions Form (Attachment C)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment F)-Optional
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

1.8 Failure to Submit

Failure to provide any of the items noted in Section 1.7 may deem a bid response non-responsive.

1.9 Bid Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form (Section 3). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

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1.10 References

Bidders must submit **three (3) references within the past three years** from current or former customers that have purchased similar services. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, mailing address, e-mail address, and telephone number. Cited references must be able to confirm, without reservation, the Bidder’s ability to provide the services mandated in this solicitation. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Bidder’s services. If such contact cannot be established with any individual reference after three attempts, the Bidder must provide an additional reference to replace the nonresponsive one.

1.11 Bid Evaluation

Bids submitted in response to this solicitation will be evaluated as follows:

1.11.1 Bidder is **responsible** – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

- 1.11.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
- 1.11.1.2 Bidder is financially stable.

1.11.2 Bidder is **responsive** – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

- 1.11.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
- 1.11.2.2 Bidder has provided all documentation and samples requested in the Scope of Work and Specifications.

1.12 Bid Rejection

The College reserves the right to reject any or all offers received as a result of this bid. Offers may be rejected for any of the following reasons if Bidder fails to:

- 1.12.1 Meet the mandatory specifications and requirements.
- 1.12.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.12.3 Supply appropriate and favorable client references.
- 1.12.4 Complete the Price Proposal page.
- 1.12.5 Sign the bid.
- 1.12.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.12.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

1.13 Subcontractors

The College seeks bids from Bidders performing all requested services and will enter into an agreement only with the selected Bidder. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the

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Bidder or Contractor desires to subcontract part of the services specified herein, the Bidder or Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

1.14 Contract Pricing

The contract resulting from the RFB will be a firm, fixed-price contract. Contract prices are to remain fixed for the first year. If the College elects to renew the contract, requests for price increases thereafter may be submitted; must be submitted at least 60 days prior to the expiration of the contract; must be submitted in writing to the Director of Procurement, who must approve the request; and must be accompanied by supporting documentation sufficient to justify the requested increase (e.g., letters from suppliers regarding price increases in raw materials). The College reserves the right to request additional supporting information.

Price increases cannot exceed the Consumer Price Index (CPI-U) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), Not Seasonally Adjusted, most current year final index (not preliminary).

1.15 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder’s bid response, and a College purchase order form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price.

1.16 Contract Award

An award will be made in the best interest of the College, to the most responsible, responsive Bidder with the **lowest Total Annual Price** that can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College. The contract resulting from this solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.17 Contract Term

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be from July 1, 2019 through June 30, 2020. At the sole option of the College, the contract may be renewed **four (4) times on an annual basis**, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory. Contractor’s satisfactory performance does not guarantee contract renewal. The College reserves the right

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SECTION 1 – BID AND CONTRACT INFORMATION

to amend its requirements during the life of the contract to meet the needs of the College and pricing may be negotiated and the contract amended accordingly.

1.18 Contract Billing

Subject to the satisfactory performance of the contract and its acceptance by the College, Contractor will invoice the College for all appropriate charges on a monthly basis, in accordance with the prices offered on the Price Proposal page of this bid, and the College will pay the Contractor in Net 30 days. Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing will be returned or will not be paid.

The Contractor's invoice(s) shall include College purchase order number (which will change annually upon contract renewal, if any), contract number, Contractor's federal identification number, Contractor's job and invoice numbers; the service period; monthly charge; and any other authorized additional prices; and total pricing.

All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Boulevard, Rockville, MD 20850, or emailed to AccountsPayable@montgomerycollege.edu.

1.19 Contract Modification and Amendment

The Contractor shall not accept purchase requests for services that are not covered in this contract or make changes to the scope of work unless a price for those services have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office. The College without invalidating the contract documents, may in writing order extra work or make changes by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted in writing by the College before the Contractor may perform additional work on the contract. Any agreed-upon modification or amendment **must be in writing and signed by both parties.**

1.20 Contract Deadlines and Failure to Deliver

The Contractor is contractually obligated to meet all agreed-upon deadlines. If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

1.21 Tobacco and E-Cigarette Policy

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

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SECTION 1 – BID AND CONTRACT INFORMATION

1.22 INSURANCE REQUIREMENTS

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her.

The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

Workers compensation Insurance covering the Contractor’s employees

As required by Maryland State law with the following minimum limits:

- Bodily Injury by Accident \$100,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$100,000 each employee

Commercial General Liability Insurance, excluding automobiles Owned or hired by the Contractor, with limits as follows:

- Bodily Injury and Property Damage:
\$300,000 combined single limit of bodily injury and property damage
- Contractual Liability – Premises and Operations
- Independent Contractors

Comprehensive Automobile Liability - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:

- Bodily Injury: \$100,000 each person
 \$300,000 each occurrence
- Property Damage: \$300,000 each occurrence

Additional Insured - Montgomery College shall be named as an additional Insured on all liability policies.

These coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar day’s notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage.

The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

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SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

2.1 Background

Established in 1946, Montgomery College is Maryland's second oldest community college. The College serves roughly 60,000 students each year, through credit and non-credit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. The College employs more than 3,100 faculty, administrators, and staff to support the academic and professional goals of its students. The Office of Business Services, Accounts Receivable unit, is responsible for student billing, revenue collections, collections of past due accounts, and the administration of armored transportation services for the Cashier Offices located on each of the three College campuses.

2.2 Specifications/Scope of Work

Contractor must provide all labor, equipment, travel, and materials for existing Water Treatment Service for the Central Plant Cooling Towers and Closed Loop Systems at the Rockville Campus. All equipment or parts that are called for outside the contract must first be approved by the College. Contractor is required to provide the discount offered based on all current manufacturers' suggested retail price (MRSP) on the Proposal Page for any items needed outside the scope of the contract.

Cooling Season

Service to be performed twice per month; approximately March 15 – September 15, or as determined by the College.

Heating Season

Service to be performed monthly; year round or as determined by the College.

2.3 Location by Building

Humanities Building (HU) – Central Plant Cooling Tower and Closed Loop System

Main Cooling System	1,000 ton
Chilled Water	Closed Loop
Hot Water	Closed Loop
Glycol	Testing

Campus Center Building (CC)

235 Ton Chiller (Tower)

Science Center

900 tons Cooling/Cooling Towers
Chilled Water Closed Loop
Hot Water Closed Loop

2.4 Description of Closed Loop Systems and Related Sections

The Closed Loop Systems include:

- 2.4.1 Chemical tank, metering pumps and controls for conductivity controller condenser water.
- 2.4.2 Bypass feeders (hot and chilled water)
- 2.4.3 Chemicals
- 2.4.4 Closed loop filtration

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SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

- 2.4.5 All chemicals shall have spill containment (inhibitor and biocides)
- 2.4.6 Glycol feed system

Related Sections:

- 2.4.7 Special mechanical requirements
- 2.4.8 Hydronic piping systems: Section
- 2.4.9 Cooling towers
- 2.4.10 Electrical

2.5 Submittals Upon Award of Contract

The following information must be submitted to the College, upon award of contract and prior to execution of any agreement. When referring to chemicals, the generic name must be used.

- 2.5.1 Operation and Maintenance Manuals: to include testing procedures for each of the treated systems.

- 2.5.2 List of chemicals and methods to be used for each system. MSDS sheets to be submitted for each chemical used.

2.6 Scope of Services and Quality Assurance

The Contractor must:

- 2.6.1 Obtain water samples from the site and furnish a laboratory analysis of the water supply.

- 2.6.2 Review the specified requirements to ensure compatibility with the water treatment program.

- 2.6.3 Methods and chemicals selected must comply with all the requirements of the American Public Health Association (APHA) and the Environmental Protection Agency (EPA).

- 2.6.4 Bleed rate/discharge of cooling tower systems must be supported by testing.

2.7 Performance Criteria

- 2.7.1 Vendor is to maintain the following conditions in the water systems listed in the chart on Page 11.
- 2.7.2 Biological Control (including Legionella):
 - 2.7.2.1 A biocide treatment program specifically designed to address Legionella control shall be initiated when the cooling tower system is first filled with water and shall be administered on a regular basis thereafter in accordance with the supplier’s instructions.

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SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

WATER SYSTEMS CONDITIONS

Parameter	Cooling Tower Condenser Water and Heat Exchanger Water	Chilled Water	Hot Water Heating
pH	7.8-9.0 (Note 1)	8.0-9.5	9.0-10.5
Molybdate	5-10 ppm	150-250 ppm (Note 2)	150-250 ppm (Note 2)
Organic Growths	None	None	None
Hardness	500 ppm (Note 4)	N/A	N/A
Total Alkalinity as CaCO ₃	400 ppm (Note 4)	N/A	N/A
Total Dissolved Solids	4 x makeup max TDS	N/A	N/A
Nitrite as NaNO ₂	N/A	500-1000 ppm (Note 3)	500-1000 ppm (Note 3)
Cycles of Concentration	4 (Note 4)	N/A	N/A
Legionella (Note 6)	None	None	None

NOTES:

N/A Not applicable

Note 1: Only if pH control (acid feed) is provided.

Note 2: Molybdate concentration if molybdate-based inhibitor is used

Note 3: Nitrite concentration if nitrite-based inhibitor is used

Note 4: Actual cycles of concentration shall be determined from an analysis of the make-up water using the Langelier Index and the maximum concentration allowed by the local authority for the blowdown

Note 5: All the above values of concentration and pH are for general guidance only. The water treatment company shall recommend any required changes based on the actual chemicals used.

Note 6: Testing for Legionella to be completed twice during the cooling season. Report all findings to Facilities.

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SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

2.8 Monthly Reporting

A written report must be provided to Steve Airing on a monthly basis, or upon request.

2.9 Water Treatment Products Covered in the Contract

The products covered in the contract are test kits, chemicals, and fees associated with laboratory testing of water, and any materials necessary to maintain the water conditions specified in the Water Systems Conditions Chart on Page 11.

2.9.1 Chemicals

2.9.1.1 Chromates and zinc shall not be used. Chemicals must be non-toxic to humans and animals for the intended use, and for general storage and handling as required by the application. Phosphates are allowed as permitted by the EPA and local authorities. Amines shall be FDA-approved. The automatic chemical feed equipment shall operate and feed chemicals into each system only when the system is operating. All MSDS sheets will be supplied on delivery of chemicals. They also will be stored at each site. The Facilities Operations and Plant Manager will be provided with a copy upon award of contract.

2.9.1.2 Water Treatment Chemicals: Supply chemicals @ 150% of the recommended amounts for scale and corrosion protection of closed and tower re-circulating system based on system volumes listed in Section 3. Formulation shall not contain any ingredients, which are harmful to system materials of construction. Furnish concentration specifications used to calculate the amount proposed. Provide two (2) separate formulas for prevention of microbiological growth in the same system. Biocide products recommended shall be properly registered with the EPA with the EPA registration number clearly shown on all product literature and drum labels. To ensure operator safety, all chemical products shall be provided in liquid form for direct feed from shipping container to the cooling system.

2.9.1.3 Closed loop systems (HU & SC) are comprised of the following:

- Chilled water distribution loop is approximately 75,000 gallons total volume
- Hot water distribution loop is approximately 75,000 gallons total volume
- Chilled water distribution loop is a mixture of PVC, RFP and steel piping
- Hot water distribution loop is steel piping.

For Dual Biocide products, Chlorine and Bromide, or equivalent will be acceptable. Successful bidder is required to submit the biocides (2 products) to be used for College's approval, after contract award and prior to start of the work."

Note: Physical Education, Macklin Tower, Science West, Computer Science and Student Services buildings are two-pipe systems, sharing the system water.

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SECTION 2 – SPECIFICATIONS/SCOPE OF WORK

2.10 Water Treatment Products Outside the Contract

The cost of replacing feeders, controllers, pumps, and any other equipment or parts not necessary in the regular service of the contract shall be billed at the Contractor's cost plus percentage, as specified on the Proposal Page of this RFP. All work to be performed outside the contract must be approved by the Contract Administrator, prior to start of work. All chemical feed and control equipment must meet or exceed existing equipment in quality.

2.11 Humanities Chiller Plant

2.11.1 The chiller plant in Humanities consists of two (2) Ammonia Frick chillers. Total tonnage is 500 tons each. One machine has standard stainless steel shell evaporator/condensers; the other machine consists of Alfa plate heat exchangers.

2.11.2 The plant utilities is a closed glycol loop, while the chiller loop is directed to the ice storage modules. Monthly testing of the glycol strength is required and assessing corrosion/acidity in the glycol system. The College will purchase glycol on an as-needed basis. Glycol freeze protection is to be maintained to -4 deg F.

2.12 Campus Center Chiller Plant

The chiller in Campus Center consists of a 235-ton chiller and tower.

2.13 Testing Equipment

Furnish basic water test equipment, spare reagents for maintaining control of program standards in the condenser, hot water and chilled water systems. Test kits will include the following:

2.13.1 Reagents and apparatus for determination of corrosion inhibitor level in the condenser, chilled and hot water systems.

2.13.2 Reagents and apparatus for determination of pH, P&M, alkalinity and chlorides.

2.13.3 Apparatus for determination of microbiological colony population and biocide effectiveness.

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SECTION 3 – PRICE PROPOSAL

ITEM	DESCRIPTION	U/M	Quantity	Unit Price/Month (US\$)	Total Annual Price (US\$)
1	Water Treatment Service for Cooling Towers at The Rockville Campus	Month	12	_____	_____

Parts outside of Contract (please indicate the discount offered based on all current Manufacturer’s Suggested Retail Price (MRSP): _____%

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. The cost for travel to each location shall be include in the above unit cost. The College does not pay fuel surcharges. No allowance will be made at a later date for additional charges due to the Bidder’s omission. An award will be made in the best interest of the College to the responsible, responsive Bidder with the lowest Total Annual Price that can meet the terms, conditions, and specifications of this solicitation.

By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the specifications, stipulations, and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

Company Name _____ Name of Signatory _____

Title of Signatory _____ Signature of Signatory and Date _____

Mail Address _____ Telephone Number _____

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ATTACHMENT A - REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone Number	
Email Address	

Please note: References listed must be able to confirm the Bidder’s ability to provide the services requested in this bid document.

References submitted by: _____
Company Name

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ATTACHMENT B – CONTRACTOR INFORMATION FORM

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

B.3 Price adjustment (is is not) necessary for other public agencies as listed.

B.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes No

B.6 Please provide the following information:

Company Name		Years in Business	
Federal Tax Number		Dun & Bradstreet Number	
Street Address		City, State, Zip Code	
Telephone Number		Fax Number	
Contact Person		Title	
Cell Number		E-Mail Address	

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT C – VERIFICATION OF EXAMINATION OF SITE CONDITIONS

This form must be completed and included with the bid submittal.

The undersigned hereby certifies the completion of examination of the site conditions at the site inspection on June _____, 2019.

Date

Company Name

Address

Telephone Number

Facsimile Number

Name & Title (Print)

Email Address

Signature

Site examination inspection confirmed by College Representative:

Date

College Representative Name & Position

Signature

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ATTACHMENT D – NO BID REPOSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

Too busy at this time

Not engaged in this type of work

Project is too large

Project is too small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE PERIOD

The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

ASSURANCE OF NON-CONVICTION OF BRIBERY The Bidder hereby declares and affirms that, to its 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.

AUDIT Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder 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.

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

BEHAVIOR OF CONTRACTOR EMPLOYEES The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

CANCELLATION Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-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.

CONFLICT OF INTEREST No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

CONTINGENT FEES Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it 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 a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

CONTRACTOR IDENTIFICATION Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

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CONTRACT TERMINATION The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

CONTRACTORS This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

DELIVERY AND PACKING All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

ERRORS IN BIDS Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, 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. This indemnification provision shall survive the termination and/or completion of this agreement.

HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, County and bi-county 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. Bidder shall provide the College with a "Material Safety Data Sheet" 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.

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INSPECTION OF PREMISES If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

MARYLAND PUBLIC INFORMATION ACT Bidder 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. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

MINORITY PARTICIPATION Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

NON-ASSIGNMENT AND SUBCONTRACTING Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

NON-COLLUSION Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder 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 Bidder 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.

NON-DISCRIMINATION Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

NON-DISCRIMINATION POLICY The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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NON-VISUAL ACCESS The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor’s performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her 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.

PREPARATION OF BID Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

RECORD RETENTION If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder’s experience with projects that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

REJECTIONS AND CANCELLATIONS Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. ___" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

TERMINATION FOR DEFAULT If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

TERMINATION FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
ROCKVILLE CAMPUS CENTRAL PLANT COOLING TOWERS & CLOSED LOOP SYSTEMS WATER TREATMENT SERVICES
RFB NUMBER: 419-006
BID OPENING DATE/TIME: 3:00 PM, JUNE 25, 2019

ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
ROCKVILLE CAMPUS CENTRAL PLANT COOLING TOWERS & CLOSED LOOP SYSTEMS WATER TREATMENT SERVICES
RFB NUMBER: 419-006
BID OPENING DATE/TIME: 3:00 PM, JUNE 25, 2019

ATTACHMENT F – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
 - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
 - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
 - 2.3 Contract obligations rest solely with the participating entities only;
 - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

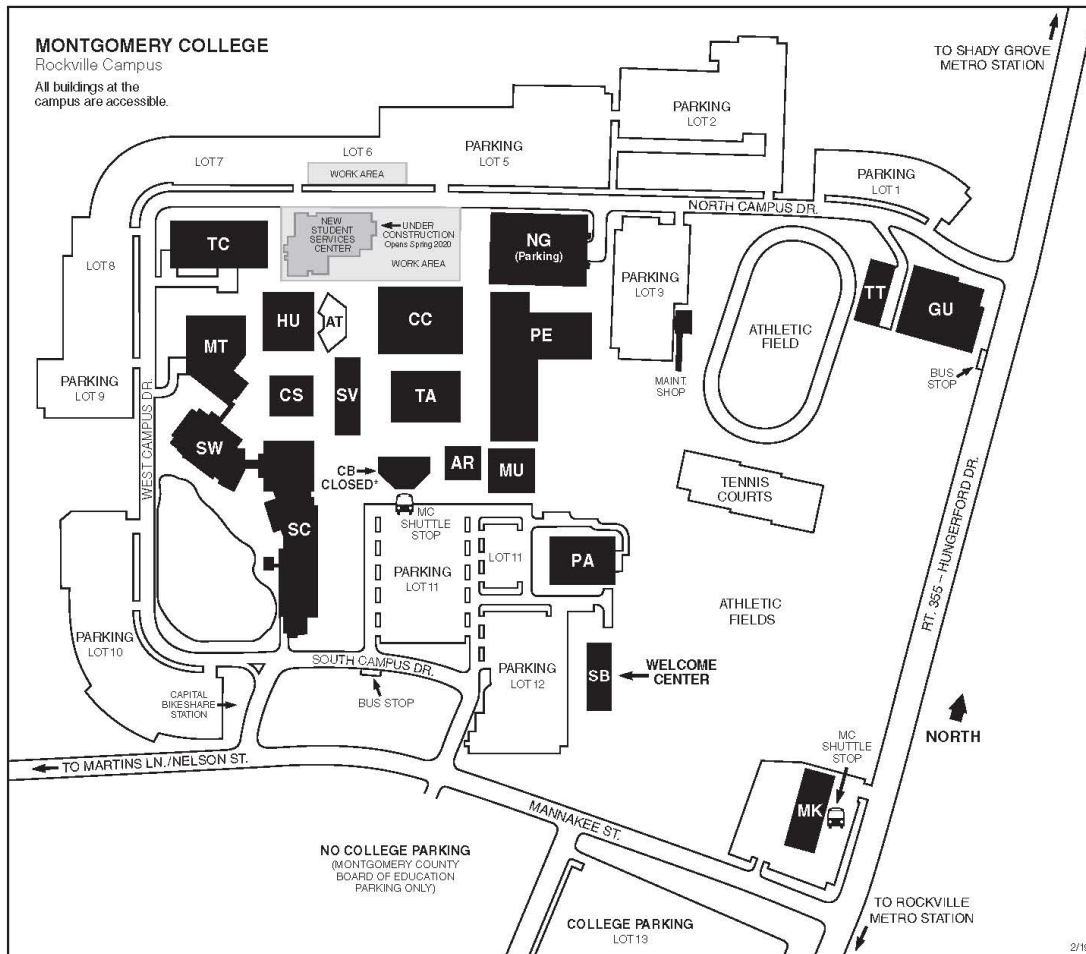
In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
ROCKVILLE CAMPUS CENTRAL PLANT COOLING TOWERS & CLOSED LOOP SYSTEMS WATER TREATMENT SERVICES
RFB NUMBER: 419-006
BID OPENING DATE/TIME: 3:00 PM, JUNE 25, 2019

ATTACHMENT G – ROCKVILLE CAMPUS MAP

MONTGOMERY COLLEGE
 Rockville Campus



MC MONTGOMERY COLLEGE
 Rockville Campus
 51 Mannakee Street
 Rockville, MD 20850
 240-567-5000; TTY 301-294-9672
 montgomerycollege.edu
 For updates to campus maps, visit
 montgomerycollege.edu/maps

- Legend of Campus Buildings**
 (as of February 2019)
- AR Paul Peck Art Building
 - AT Amphitheatre
 - CB Counseling and Advising Building*
 - CC Campus Center
 - Bookstore
 - Cafeteria
 - Student Life Office
 - Workforce Development & Continuing Education Office (WD&CE)
 - CS Computer Science Building
 - GU Homer S. Gudelsky Institute for Technical Education

- HU Humanities Building
- MK Mannakee Building
 - Center for Training Excellence
 - Counseling and Advising
 - Disability Support Services
 - Public Safety Office
- MT Gordon and Marilyn Macklin Tower
 - Library
- MU Music Building
- NG North Garage (Parking)
- PA Robert E. Parilla Performing Arts Center
- PE Physical Education Center
- SB South Campus Instruction Building
 - Welcome Center

- SC Science Center
- SV Student Services Building
 - Enrollment Services
 - Financial Aid Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

*Closed as of December 17, 2018. Counseling, Disability Support Services, and Public Safety offices relocated to Mannakee Building (MK).