

**MC MONTGOMERY
COLLEGE
OFFICE OF PROCUREMENT**

**ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
RFB NO.: 419-011
RFB CLOSING DATE AND TIME: JUNE 24, 2019 AT 3:00 PM**

ADDENDUM #1

ISSUED DATE: JUNE 18, 2019

This Addendum is to provide answers to the questions raised at the Pre-Bid Meeting and Site Visit on June 17, 2019.

NOTE: Similar request for information that were received from different perspective firms have been grouped under a single addendum item where appropriate, with a single comprehensive answer provided.

Item 1-1 Question: Please clarify whether water is available on-site, and any charge to the Contractor for its use?

Answer: Water is available from two (2) fire hydrants, one on the north side of the field, and the Other is on the south side of the field. Contractor shall provide back flow preventer and hoses to distribute water. There is **no charge for water usage**.

Item 1-2 Question: Is electricity available on-site, and any charge to the Contractor for its use?

Answer: A duplicate outlet of 120V and 20 amp is available at the Maintenance Shed adjacent to the field. There is no charge for power usage. However, if the demand is beyond the capacity of the available outlet, the contractor shall make arrangements to bring power to the site.

Item 1-3 Question: Is WiFi network available on-site?

Answer: A public WiFi network is available for Contractor's use. The name of the network is MCPA. No password is required.

Item 1-4 Question: Please clarify whether the Contractor must be a member of American Sports Builder Association (ASBA) in addition to provide three (3) project references? Can this requirement removed as the work is not to build the athletic field but for restoration?

Answer: **Delete** Section 2.2 Bidder's Qualification Requirement in its entirety, and **replace** with the following:

2.2 Bidder's Qualification Requirements

The Bidder shall have successfully completed at least six (6) athletic field establishment with natural turf field of similar in size and scope, installed/

renovated by the Contractor in the last five years. Include referenced project details, including project name, detailed description of the work performed, project owner's address, telephone number, location of the project, and date of project completion in the bid submission.

Revise Attachment A – References, and reissued as attached. Please use revised Reference Form for bid submission.

All other specifications, terms and conditions remain unchanged.



Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the Request for Bid **submission**. Failure to return this Acknowledgement of Addendum may deem a proposal 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 - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT A – REFERENCES

REFERENCE (Revised on June 18, 2019)	
Project Name	
Brief Description of the Project	
Detailed Description of the Work Performed by Your Firm	
Project Owner	
Project Owner's Address, City, State, Zip Code	
Project Owner's Contact Person. Include Name, Title, Phone Number and Email address	
Location of the Project	
Date of Completion	

NOTE: Use one form for each reference. 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



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR BID

RFB NO.: 419-011

ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE

All bid responses **MUST BE RECEIVED** in the Procurement Office by **3:00 PM local time on June 24, 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 Meeting: 10:00 a.m., June 17, 2019 at Room 220, Homer S. Gudelsky Institute for Technical Education (GU) Building, 51 Mannakee Street, Rockville, MD 20850.

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 blue ink signature of Patrick Johnson, consisting of a stylized 'P' and 'J' followed by a horizontal line.

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
RFB NUMER: 419-011
BID OPENING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM

TABLE OF CONTENTS

<u>Title</u>	<u>PAGE</u>
SECTION 1 – BID AND CONTRACT INFORMATION	1
SECTION 2 – SPECIFICATIONS	7
SECTION 3 – PRICE PROPOSAL	10
ATTACHMENT A: REFERENCES	11
ATTACHMENT B: CONTRACTOR INFORMATION FORM	12
ATTACHMENT C: NO BID RESPONSE	13
ATTACHMENT D: GENERAL CONDITIONS AND INSTRUCTIONS	14
ATTACHMENT E: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE	21
ATTACHMENT F: EXTENT OF WORK AREA	22
ATTACHMENT G: VERIFICATION OF EXAMINATION OF SITE CONDITIONS	23

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
RFB NUMER: 419-011
BID OPENING DATE AND TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with Rockville Campus Upper Field Restoration Service 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 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 24, 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.

To be considered, all bid responses must be submitted in the manner set forth in this RFB. All bids received shall become the property of the College. The bid shall be signed by hand by an individual who has full authority to enter into a binding agreement on behalf of the company. In submitting a response to this RFB, a Bidder shall be deemed to have agreed to all terms and conditions. **No other terms and conditions will apply unless submitted as a part of the bid response and accepted by the College.**

1.3 Pre-Bid Meeting and Site Examination

1.3.1 Pre-Bid Meeting

A Pre-Bid Meeting will be held **on Monday, June 17, 2019 at 10:00 a.m. in Room 222, Homer S. Gudelsky Institute for Technical Education (GU) Building, 51 Mannakee Street, Rockville, MD 20850**. Attendance by all interested Bidders is not mandatory, but highly encouraged.

1.3.2 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 G) to be signed by an authorized College Representative at the completion of site visit. No allowances shall be made to the successful Bidder, at a later date for additional work required because of his/her failure to attend the Pre-Bid Conference.

A site examination opportunity will be provided immediately following the Pre-Bid Meeting. Bidders will be able to satisfy the required Verification of Examination of Site Conditions obligation associated with this bid by attending that site inspection. To schedule a site visit after the Pre-Bid Meeting, please send a written request to:

Yuling Mei, Senior Architect
Fax: 240-567-9125
Email: Yuling.mei@montgomerycollege.edu

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

1.4 Contact Information

Any request for information related to this solicitation shall be directed to **George Varghese, purchasing agent**, via e-mail to, george.varghese@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**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.5 General Conditions and Instructions

Bidders shall also refer to, understand, and agree to Attachment D, 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.

1.6 Bid Required Submittal List

- Price Proposal (Section 3)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment E) - Optional
- Signed Form for Verification of Examination of Site Condition (Attachment G)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable

1.7 Failure to Submit

Failure to provide any of the items noted in Section 1.6 may deem a bid response non-responsive.

1.8 Bid Addenda

No interpretation of the meaning of the bid document will be made to any perspective Bidder orally, as oral instruments do not form a part of bid document. **If any changes to the bid documents are necessary, an addendum or addenda will be issued, and will be posted on the College Procurement website at <http://www.montgomerycollege.edu/procure>.** 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.

1.9 Pricing

All pricing is **FOB Destination**. Submitted pricing must include all costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Bidder's omission. **The College is exempt from State of Maryland sales and use tax and federal excise tax.**

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

1.10 References

Bidders must submit **three (3)** references from current or former customers that have successfully provided similar products and services similar to those required in this solicitation **within the last three years**. 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 products 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

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.** In the event the 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 Award

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the **lowest total 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.

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 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.

1.17 Contract Billing

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 may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

1.18 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.

1.19 INSURANCE REQUIREMENTS (if applicable)

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 vendor 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 vendor'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 vendor, 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 1 – BID AND CONTRACT INFORMATION

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 vendor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar days' 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 vendor shall furnish the College with a certificate of insurance as evidence of the required coverage.

The vendor shall provide liability insurance coverage for material and/or equipment stored for the College for which the vendor 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 vendor shall provide the College with evidence of such insurance. In the event that the vendor's insurance is terminated, the vendor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 2 – SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's second oldest community college. Founded in 1946, the College serves around 60,000 students each year (34,000 credit and 26,000 non-credit continuing education), at non-resident campuses located in Germantown, Rockville, Takoma Park, Silver Spring and off campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 2,500 faculty, administrators and staff.

Montgomery College is a member of the National Junior College Athletic Association (NJCAA) and competes in the Maryland Junior College Athletic Conference (MDJUCO). The College's teams participate in both men's and women's intercollegiate competition and co-ed intramural sports. Nine intercollegiate sports are offered at the College; four for men – baseball, basketball, soccer, track and field; and, five for the women – basketball, soccer, softball, volleyball, track and field. The soccer team was using the outfield of the baseball field to practice. However, the baseball field is under construction during this season, therefore, that field is not available for practice. As a result, the upper field was selected as an alternate site for practice. Commencement activities have left the upper field unsuitable for practice. Hence, the field shall be repaired to make it suitable for soccer practice.

2.2 Bidder's Qualification Requirements

A Bidder must meet the following minimum requirements to be qualified to perform the work.

2.2.1 Successfully completed at least three (3) athletic field establishment with natural turf fields of similar size and scope, installed/renovated by the Bidder in the last three years. Include project name, brief descriptions of the work performed, project owner's address and date of project completion in the bid submission.

2.2.2 The Bidder is a member of the American Sports Builder Association (ASBA). Include a copy of ASBA association membership in the bid submission.

2.3 Specifications/Scope of Work

The Scope of Work includes the following:

2.3.1 Site Preparation

- Protect existing running track from any damage during construction.
- Soil tests. Perform soil test to ensure nutrient levels and topsoil composition are suitable for seed and sod establishment. Test results must be submitted to the College within two (2) calendar days of completion.

2.3.2 Sod Areas

- Till to depth of 4 inches
- Amend topsoil in accordance with soil test recommendations.
- Fine grade topsoil to uniform slope (no undulations or low spots) with positive drainage to edge.
- Grade to be flush with remaining turf areas.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 2 – SPECIFICATIONS

2.3.3 Seeded areas

- Heavily core aerate all remaining natural turf areas.
- Top dress with sand and drag. Slope of field to be uniform and flush with sodded areas.

2.4 Products and Execution

2.4.1 Grass seed

- Seed must be Blue Tagged Certified and must not contain more than 0.1 % by weight weed seed, no more than 1.5 % inert matter, no more than 0.1 % other crop seed and no noxious weed seed or undesirable grass species.
- Seed species to match existing field.
- Overseed existing natural turf areas.

2.4.2 Sod

Unless otherwise specified, all sod shall be nursery cultivated Sports Turf Sod, well rooted, free from weeds, and must meet the following minimum requirements:

- The sod grass species shall match the existing remaining natural turf areas.
- Grown in accordance with The Department of Agriculture rules and regulations for "Certified Turfgrass Sod". Sod shall be free of quackgrass, annual bluegrass, bindweed, Canada thistle, wild garlic, wild onion, Muhlenbergia, bentgrass, bermuda grass, clover, common broadleaf weeds and plants of varieties other than those specified.
- Substantiating Information: Submit grower's name, soil type where grown, thatch thickness, age, species, and blend of grass or field location from which sod is to be cut.
- Sod to be Big Rolls, 42-48" contiguous width by 40-70' long of uniform thatch thickness. Split widths, voids, breaks, splits or partial rolls will not be accepted.
- Sod shall maintain the original cut size or original shape and dimensions throughout handling and installation.
- Sod shall be delivered and placed within forty-eight (48) hours after being harvested.
- The first row of sod shall be laid in a straight line, with subsequent rows placed parallel to, and tightly against, each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to ensure that the turf is not stretched or overlapped, and that all joints are butted tight in order to prevent voids, which would cause air-drying of the roots.

2.4.3 Fertilizers and weed control

Apply herbicides and fertilizers in accordance with testing results.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 2 – SPECIFICATIONS

2.4.4 Irrigation

- Provide and maintain temporary piping, hoses and all related lawn watering equipment to convey water from sources to keep seeded and sodded areas moist to a depth of 4 inches.
- Begin irrigation immediately after seeding and sodding operations.
- Keep soil moist during establishment period.
- The College shall provide water source for irrigation.

2.4.5 Mowing

- During the establishment period, the contractor is responsible to all mowing and maintenance.
- When the grass reaches a height of 2 ½", mow with reel-type mower to a height of 2-inches (1.5-inches minimum) and remove clippings.
- The frequency of mowing will depend upon the rate of growth of the grass.

2.4.6 Final Acceptance: Satisfactory Stand of turf

2.4.6.1 Sodded areas

- At the end of the Establishment Period, a satisfactory stand of turf shall be a healthy, well-rooted, even-colored, viable turf, free of weeds, open joints, bare areas and surface irregularities.
- Specified materials shall be used to reestablish turf that does not comply with the above requirements.

2.4.6.2 Seeded Areas and Existing Grass Area

- At the end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weed and surface irregularities.
- Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

2.5 Project Schedule Requirements

All work are required to be completed between June 30, 2019 and August 2, 2019. The field shall be in payable condition as define by Item 2.4.6 above, by August 5, 2019.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

SECTION 3 – PRICE PROPOSAL

For bid evaluation purpose, provide unit prices to establish a fixed basis for costs for adding or changing specified quantities of work from those indicated in the table below, when directed in writing by the College to make such changes. The unit prices shall include all labor, materials, equipment, overhead, bonds, insurance and profit and shall either be added to or subtracted from the quantity of this type of work specified as the result of field conditions.

Line	Description	Unit Measure	Quantity	Unit Price	Total Price
1	Protect existing track	Lot	1	\$	\$
2	Soil test	Each	3	\$	\$
3	Sod area	Square Foot	2000	\$	\$
4	Seed area	Square Foot	26,000	\$	\$
5	Irrigation (water will be provided by the College)	Each	1	\$	\$
6	Mowing	Each	2	\$	\$
7	Site preparation of existing grass areas	Square Foot	20,000	\$	\$
Grant Total					\$

Bidders must submit prices and all additional information requested for all line items, including labor, materials, equipment, overhead, insurance and profit, to be considered for award. Failure to do so will deem an offer non-responsive.

Note to Bidder: Submitted price must be inclusive of all costs associated with all requirements listed herein.

Montgomery College is tax exempt, certification provided upon request

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 bid 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 Authorized Name (printed/typed)

Title Authorized Signature and Date

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT C – NO BID RESPONSE 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
-------------------	---

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – 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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – GENERAL CONDITIONS AND INSTRUCTIONS

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.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – 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
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT D – 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
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT E – MID-ATLANTIC TEAM RIDER CLAUSE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") 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 MWCOCG 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
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT F – EXTENT OF WORK AREA



EXHIBIT A – EXTENT OF WORK AREA

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR BID TITLE: ROCKVILLE CAMPUS UPPER FIELD RESTORATION SERVICE
BID NUMBER: 419-011
BID OPENING DATE/TIME: JUNE 24, 2019 @ 3:00 PM

ATTACHMENT G – VERIFICATION OF EXAMINATION OF SITE CONDITIONS

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

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