



OFFICE OF PROCUREMENT
MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES
RFB NO. 420-001
BID OPENING DATE AND TIME: February 28, 2020; 3:00 P.M.

ADDENDUM #1

ISSUED DATE: FEBRUARY 25, 2020

ADDENDUM FOR THE PURPOSE OF:

- To Provide the attached questions & answers
- To replace original Price Proposal with attached Revised Price Proposal for Group 3.

1-1 **Question:** Will you accept bids for all services, excluding Mowing, Mulching and planting?

Answer: No. Mowing, Bed Treatments, Round-Up Treatments, Turf Treatments, Over Seeding and Core Aeration services are grouped as one, and Pond Treatment as a separate group.

1-2 **Question:** Section 2.3.3.1 (c), is it palletized or pelletized?

Answer: Pelletized. Please make the correction accordingly.

1-3 **Question:** Section 2.3.3.3 (d), Must this service be limited to Sunday application?

Answer: Yes. Round-up treatments, pesticide and herbicide treatments shall be performed only on Sundays. All other treatments can be provided during weekdays.

1-4 **Question:** Section 2.3.4.2 (a), Confirm 2 ounces for 100 square feet, or as label allows maximum of 1.752 ounces per 1,000 square feet.

Answer: Application rate shall be 1.752 ounce per 1,000 square feet. Please make changes accordingly.

1-5 **Question:** Section 2.3.4.2 (b), Should rate be per 1,000 square feet rather than 100 square feet?

Answer: Application rate shall be 2 oz per 1,000 square feet. Please make changes accordingly.

1-6 **Question:** Section 2.3.4.5 (h), Does Pond Weed Control refer to the pond located next to the Euonymous hedge and the growth regulator pertain to the hedge itself:

Answer: (1) Provide separate Pricing for Pond Weed Control , and (2) Growth Regulator Euonymus Hedge in Lot #13 @ four (4) times per year. Please make changes accordingly.

1-7 **Question:** Are we bidding turf treatment and aeration/over-seeding on all turf areas, including parking lot islands?

Answer: Yes, inclusive of all referenced areas.

1-8 **Question:** Do you have plans for the new seating area (1000+ planting installation mid campus) and sports field (new synthetic field installation).

Answer: Do not bid for areas under construction.

1-9 **Question:** Weed control treatments are in all mulch beds?

Answer: Yes. See Section 2.3.3.3 (b)

1-10 **Question:** Does not bidding the Pond maintenance work, disqualify the Bid?

Answer: No. Bidders may either bid for individual Subgroup or entire Group.

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 proposal. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

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

Company Name

Authorized Signature

Date

Printed/Typed Signature

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SECTION 3 – PRICE PROPOSAL (REVISED ON FEBRUARY 25, 2020)

Group 3: Rockville Campus

Group 3A: Ground Maintenance (Excluding Pond Treatment)

| Item | Descriptions | UM | Annual Service Frequency | Price Per Cut/ Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|---|----------|--------------------------|----------------------------|--------------|---------------------------|
| 1 | Turf Treatment | | | | | |
| | a. Late Spring Broad Leaf Weed Fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. Winterizing Fertilization and Pre-Emergent | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. Crabgrass Pre-Emergent and Fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | d. Late Spring Broad Leaf Weed fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Weed Control | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | a. March | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. April | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. May | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | d. June | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | e. July | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | f. August | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | g. September | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | h. October | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Aeration and Overseeding | | | | | |
| | a. Spring | per acre | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. Fall | per acre | 1 | \$ _____ | \$ _____ | \$ _____ |
| Group 3A Total | | | | \$ _____ | \$ _____ | |

Group 3B: Pond Treatment

| Item | Descriptions | UM | Annual Service Frequency | Price Per Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|------------------|------|--------------------------|-----------------------|--------------|---------------------------|
| 1 | Algae Treatment | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Growth Regulator | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Euonymus Hedge | each | 4 | \$ _____ | \$ _____ | \$ _____ |
| Group 3B Total | | | | \$ _____ | \$ _____ | |

GRAND TOTAL (Group 1+Group2A+Group 2B+Group 3A+Group 3B): \$ _____



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR BID

RFB NO.: 420-001

MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES

All bid responses MUST BE RECEIVED in the Procurement Office by **3:00 PM local time on FEBRUARY 28, 2020.**

Bids will not be accepted via facsimile or electronic mail. Late Bid will be rejected.

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

Proposal Bond Requirements: NONE

**Performance, Labor and
Material Bond requirements:** NONE

Pre-proposal Conference: 10:00 a.m., February 21, 2020, Room S108, 1st Floor BOT Gallery, Central Services Building, 9221 Corporate Boulevard, 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' 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.

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SECTION 1 – BID INFORMATION

1.1 Intent

It is the intent of this Request for Bid to select **one or more qualified Contractors** licensed in the State of Maryland to provide ground maintenance and pond vegetation control services for the College Central Services building, Germantown and Rockville campuses, 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 Pre-Bid Conference and Site Examination

A Pre-Bid Conference will be held on **February 21, 2020 at 10:00 a.m. in Room S108 of Central Services Building, located at 9221 Corporate Blvd., Rockville, MD 20850.** Attendance by interested Bidders is strongly encouraged. 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.

Bidders are **REQUIRED** to examine and investigate existing site conditions prior to submitting a bid. Please be aware that classes are in session and Bidders are requested not to disrupt instructional or administrative activities during site visits. Bidders must include in its bid submittal, the Verification of Examination of Site Conditions form (included in Attachment C) signed by an authorized College representative. A site inspection opportunity to the Central Services facility will be provided immediately following the Pre-Bid conference. To schedule additional site visits to each College facility, please send a written request to:

| | | |
|---------------------------|----------------------|---|
| Central Services Building | Mr. Russell Peterson | email: russell.peterson@montgomerycollege.edu |
| Germantown Campus | Mr. John Byron | email: john.byron@montgomerycollege.edu |
| Rockville Campus | Mr. David Bishop | email: david.bishop@montgomerycollege.edu |

1.3 Bid Submittal Due Date

All responses to this Request for Bid (RFB) are due in the Montgomery College Procurement Office, 9221 Corporate Boulevard, Rockville, Maryland 20850 by **3:00 p.m. on February 28, 2020**, and must be clearly identified and marked as pertaining to this request (in a sealed envelope showing the Bidder's name, the Bid Number, the Bid Title, and the Bid Due Date). No facsimile or email transmissions will 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.

1.4 Contact Information

Request for clarifications 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 and received by **5:00 p.m. on Monday, February 24, 2020.** No questions will be accepted after this date.

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1.5 General 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.

1.6 Bid Required Submittal List

Bidders are required to submit **one original and three copies** of the following bid submittals in sealed envelopes/boxes. The cover page of each copy shall be clearly marked “original” or “copy” accordingly.

- A copy of Current Pesticide/Herbicide Applicator’s License as required by State of Maryland to perform services outlined in the specifications
- Price Proposal (Section 3)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Verification of Examination of Site Conditions Form (Attachment C)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Mid-Atlantic Purchasing Team Rider Clause (Attachment F) – Optional

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 Addenda

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website listed below. 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

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.

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** from current or former customers that have purchased similar services **in the past five (5) 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/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 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 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

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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

A single or multiple awards will be made in **whole, by group or subgroup as specified in the Price Proposal Form** to the most responsible and responsive Bidder(s) with the **Lowest Total Price**, that can meet the terms, conditions, and specifications of this solicitation. **A separate contract may be awarded for Pond Weed Services.** 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 award may be subject to approval by the College Board of Trustees, in accordance with the College Procurement Policy and Procedures.

1.15 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.

1.16 Changes to the Contract

The College retains the unilateral right to make any alterations, deviations, additions or omissions from the aforesaid Request for Bid, which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void this Agreement. Any alterations, deviations, additions or omissions shall be processed as change orders and shall be prepared in accordance with the procedure set forth for issuing change orders in the Request for Bid. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work or provides additional products for the project. The Contractor may not accept purchase orders/requests for services or products that are not covered in this contract or make changes to the Scope of Work/Specifications unless a price for those services or products have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

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, facility location, description of service performed and the total amount. 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.

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1.18 Disputes

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

1.19 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.

1.20 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, College Purchase Order and change orders, if any, 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. **Bidders requiring their signed contract form separate and apart from the forgoing must submit their contract with their bid.** The college reserves the right to reject as non-responsive any bid response that objects to any of the terms, conditions, or specifications of this RFB.

1.21 Term of Contract

The initial term of contract will be for **one (1) year** from the date of award. Beyond the initial term, at the sole discretion of the College, the contract may be renewed for up to **four (4) one-year extensions**, in compliance with the contract and with the same terms and conditions of the original contract, and as long as the Contractor performance is satisfactory, services are needed, and funds are available for this purpose. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.22 Contract Price Adjustment

Contract prices shall remain fixed for the initial term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment requests, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

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1.23 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. Certificate of insurance is due within 10 days of notice of award (if applicable).

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 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 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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1.24 Certificate of Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. 420-001**. Current certificates must be provided to the College throughout the contract term.

1.25 Termination of Insurance

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

1.26 Contract Assignment

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

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SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's second oldest community college. Founded in 1946, the College serves roughly 54,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators and staff.

The College has competitively solicited separate bids for grounds maintenance and vegetation control for Germantown Campus and Rockville Campus on average five (5) years. These services typically supplement work performed by the College Campus Facilities Offices. This solicitation is intended to consolidate the services for Germantown and Rockville Campuses and Central Facilities building which is located off campus in Rockville.

2.2 Bidders' Qualification Requirements

- 2.2.1 The Bidder must have a minimum of five (5) years commercial experience in providing grounds maintenance and pond weed control services.
- 2.2.2 All Bidders must hold a pesticide/herbicide applicator's license as required by the State of Maryland and Montgomery County if applicable. A copy of the license(s) must be included in the bid submission.
- 2.2.3 The Bidder must have currently in their employ, sufficient staff and equipment to provide the service in the required time period, as described in this Request for Bid.
- 2.2.4 The College shall be the sole judge in determining whether a bidder is qualified. In evaluating each Bidder, consideration will be given to items including, but not limited to: references, reputation and experience of the Bidder, quality of performance of previous or current contracts and the sufficiency of the financial resources of the Bidder.

2.3 Scope of Services/Specifications

Provide Ground Maintenance and Turf Treatment services to multiple campuses/facility on an as needed basis with total compliance to the guidelines of State and County regulations as specified below.

2.3.1 Soil Test

A soil test is required for each College facility at the start of the initial contract period, and thereafter, in March on each contract extension year. A copy of the test results must be submitted to and received by respective Campus Grounds Supervisor, at the following addresses by the second Monday in March.

Russell Peterson, Facilities Administrative & Operations Manager
Office of Central Facilities
Central Services Building
9221 Corporate Blvd., Rockville, MD 20850
Russell.peterson@montgomerycollege.edu

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John Byron, Grounds Maintenance Supervisor
Germantown Campus Facilities Office
1200 Observation Drive, Germantown, MD 20877
John.byron@montgomerycollege.edu

David Bishop, Grounds Maintenance Supervisor
Rockville Campus Facilities Office
51 Mannakee Street, Rockville, MD 20850
David.bishop@montgomerycollege.edu

Soil Test is required for ten (10) locations on Germantown Campus, that is, PK, BE, SA, HS, HT, PG, CG and three (3) Athletic Fields.

2.3.2 Central Services Facility (CT)

Turf Treatment and Mowing Services are required for the CT facilities specified as follows:

- Provide mowing, trimming, edging and cleaning of required areas.
- Provide crabgrass, pre-emergent and fertilization services. Late spring broad leaf weed and fertilization services. Winterize pre-emergent and do fertilization.
- Weed control shall include flower beds and mulched areas in April through September.
- Fall aeration and over seeding.
- Leaf raking and removal and seasonal clean up as needed.
- Shredded hardwood mulch for all existing beds, preferably in spring.
- Provide additional services, such as planting flowers, trimming bushes, etc. on an as needed basis as per the unit price in the Price Proposal form.

2.3.3 Germantown Campus

Turf treatment and mowing service, flower and shrub bed treatment, round-up quick pro weed treatment, aquatic chemical application and vegetation services, and shoreline aquatic weed control and pond algae control are required for Germantown Campus.

2.3.3.1 Turf Treatment and Mowing Service Requirements for Germantown Campus

- (a) Turf Treatment/Mowing Areas (see attached campus map)
Partial Mowing Service is considered as mowing and blowing off the areas requested, and full mowing service consists of mowing, weed-eating, edging and blowing off all areas where the services are performed. Referenced services may not be needed every week depending on the growth and weather. The Ground Supervisor is responsible to make required decision on this matter.

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(b) Service Areas

Area 1: Mowing along Route 118 from fence line to curb on Goldenrod Lane, down Route 118 to include the north entrance to campus down to the end of college property line. This includes the north entrance hill on the right side all the way up to Lot 3, as well as the two practice fields (this does not include Baseball field).

Area 2: North field fence to tree line, to the sidewalk, to tennis court to roadway, follows the bowl of the pond to the road.

Area 3: Parking Lot 5, down to the back woods line to Green House (nothing inside the Green House fence), Parking Lot 4, the south entrance, up to the Globe, Parking Lot 3, the storm water pits areas between PK building Lot #2 and Parking Lot #3.

(c) Turf Treatment Frequency (TURF)

- Turf/Lawn and Fields: Areas to be treated are referred to the attached treatment map.
- Turf 2: 3RD and 4TH week of March. Broad leaf weed control treatment/pre-emergent service.
- Turf 3: 4th week of March, depending on the results of the soil test. A spring lime treatment may be requested by the campus representative.
- Turf 4: 2nd week of May. Fertilizer and grub control treatment.
- Turf 5: 2nd week of August. Fertilizer and broad leaf weed control treatment.
- Turf 6: 1st week of October. Core aeration and over seeding services. Also in the 1st week of October a palletized lime treatment if requested by the Ground Supervisor.

2.3.3.2 Flower and Shrub Bed Treatment (FSBT)

- (a) The Flower and Shrub Bed Treatment shall be provided to all flower, shrubbery and perennial beds on campus wide.
- (b) March: Fertilize all mulched shrubs, and plant beds with a 14-14-14 bridge product containing enhanced efficiency fertilizer mixed with organic fertilizer to provide .5 pounds of nitrogen, phosphorus, and potassium (alternate products must be pre-approved).
- (c) Provide one (1) application of freehand herbicide at maximum label rate in the 1st week of April. A 2nd application shall be scheduled at 60 days apart, during the 1st or 2nd week of June. Schedule date should provide maximum suppression of yellow nutsedge and other weeds.

2.3.3.3 Round-Up Quick PRO Weed Treatment (RWCA)

- (a) The Green House Area is off limits. No treatment of any kind is to be performed to this area. This will include in the fence line surrounding area.

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- (b) All mulched areas campus-wide: Flower, planted beds and tree rings where it is safe to do without damaging the plants and trees around the location. All cracks and crevices in sidewalks, docks, pavers, parking lot areas. Gravel drip lines and all buildings that have gravel dip lines. The baseball field, infield dirt areas, as well as the large stone wash/spillway areas on campus around storm water areas. All fence lines should have no more than 12 inches total kill swath and 6 inches on either side of the fence line period.
- (c) In the 2nd week of April, May, June, July, August, September and October, treat shrub beds as needed with a variety of herbicides to include 'over the top', spraying to control unwanted grasses, sedges and broadleaf weeds (acclaim extra, lontrel to control thistle, sedge hammer and ornamec, herbicides, to be used).
- (d) Treatment Round-Up Quick pro-mixed with pre-emergent as specified. Once per month in April, May, June, July, August, September and October **and shall be done on Sundays.**
- (e) **Permanents**
May and October: Sureguard at 10 oz/per acre rate.
April and September: Gallery at Maximum label rate.
June: Dimension 2EW at 32 oz. per acre rate.
July: Special total at maximum label rate.

2.3.3.4 Aquatic Chemical Application and Vegetation Services

Provide services to maintain water quality and overall looks of the Pond by controlling unwanted vegetation in the water and what grows around the edge of the ponds and the inflow on a yearly basis.

- (a) **Service Frequency for Pond Services**
Ponds shall be maintained from March through November.
- (b) **Pond Aquatic Weed Control**
Pond Locations: There are **two** storm water Management ponds on the Germantown Campus. One is located near the north entrance to campus near Route 118 entrance to the campus. The 2nd pond is located near the intersection of Middlebrook Road and Observation Drive, next to Holy Cross Hospital (see attached pond location map).

2.3.3.5 Aquatic/Pond Treatments

- (a) Ponds shall be inspected twice per month from March through November. A sonar treatment may be necessary in April or May.
- (b) Any growth of undesirable aquatic weeds and vegetation found in the ponds shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the ponds.

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- (c) Invasive and unwanted submersed and floating vegetation shall be treated and controlled preventatively and curatively during spring and early summer with systemic herbicides at the rate appropriate for control of the target species.

2.3.3.6 Shoreline Aquatic Weed Control and Pond Algae Control

- (a) Shoreline areas shall be inspected twice per month during March through November.
- (b) Any growth of cattails, phragmites or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through application of aquatic herbicides required for control of the plants present at the time of application.
- (c) Any growth of unwanted plants or weeds growing in the areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present noticed at the time of application.
- (d) Ponds shall be inspected twice per month during the months of March through November for Algae control. Any Algae found in the pond with each inspection shall be treated and controlled through the application of algaecides, aquatic surfactants as needed to control the algae present at the time of service.

2.3.4 Rockville Campus

Services required for Rockville Campus include turf treatment, pre-emerged weed control, roundup quickpro weed control, aquatic/pond treatments and weed control.

2.3.4.1 Turf Treatment Service Requirements for Rockville Campus

- (a) Athletic Field-Lawn treatment is for playing surfaces only. Excluded are hills, outer perimeter and Jackson Place side of fence areas.
- (b) Perimeter turf areas at the Mannakee Building, 900 Hungerford Drive, Rockville, MD, 20850.
- (c) Lot 13-Mannakee Street to Lot 10 property line and all islands campus-wide. Excludes back of Lots 2,5,6,7 and 8 between curb line and property fence line.
- (d) Areas behind the fence line, woods side, at the Child Care Center.
- (e) All interior campus turf area.
- (f) Jackson Place from Gudelsky Institute for Technical Education (GITE) building, pine tree line, tree rings and light poles.

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- (g) Field across from GITE next to Lot 1.
- (h) Science Center ponds area turf.
- (i) Montgomery College hill and bus stop area.
- (j) Mannakee Street from Hungerford Drive to Lot 10 property line at the corner fence post.
- (k) All parking lot islands excluding back area from Parking Lots 5, 6, 7 and 8 and steep hill at the back of Parking Lot 10.

2.3.4.2 Turf Treatment Application Requirements

- (a) Turf Treatment Application #1
Timing: Late March, but not later than the first week in April, depending on the temperature and growth.

Required materials: Blend Products: Humic Acid, Biostimulants and Micro-nutrients. Liquid to be mixed with pre-emergent. Application Rate: 2 oz./100 sq. ft pre-emergent herbicide: 0:10% Dithiopyr.
- (b) Turf Treatment Application #2
Timing: First two weeks in May.

Required materials: 28-0-0-Controlled release nitrogen turf fertilizer. Blended product: Humic Acid, Biostimulants and Micro Nutrients. Liquid to be mixed with weed control.

Application Rate: 2 oz. per 100 sq.ft. Broadleaf weed control spot treatment (as needed); 2,4- D MCPP and Dicamba-limited to two applications per year. Include grub control- Merit 75 WSP, Mix 0.15 oz./1000 sq.ft.
- (c) Turf Treatment Application #3
Timing: Last two weeks in September.

Required Materials: 28-0-0 Controlled Release Nitrogen Turf Fertilizer. Liquid to be mixed with weed control.

Application Rate: 2 oz./1000 sq.ft. broadleaf weed control spot treatment (as needed); 2, 4- D, MCPP and Dicamba-limited to two applications per year.

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2.3.4.3 Pre-Emerged Weed Control Treatment

One annual treatment required prior to germination, or sprouting new spring growth.

Timing: Last two weeks in March, but not later than first week of April. Contractor must closely monitor weather, temperature and growth, so treatment window is not missed.

Required Materials: Snapshot Pre-emergent and a 5-7 days' follow-up treatment of 14-14-14 50% slow release fertilizer.

Areas to be treated: All liriopse beds, perennial beds and hedge rows where it is safe to do.

2.3.4.4 Roundup Quick Pro Weed Control Treatment

Areas and details of Spraying Roundup QuikPRO: Spray liquid Roundup Quick PRO mixed with Oryzalin Pro to kill and control unwanted grass and weeds. Details and areas to be treated are as follows:

- (a) Cracks and Crevices
 - All cracks in sidewalks.
 - Paver areas, Macklin Tower decks, pavers, south and east side.
 - Gravel and stone areas. Gravel bed at Computer Science building.
 - Spillway from Pond-large rocks and boulders on either side.
 - All parking lots.
- (b) Chain Link Fence
 - 12 inches wide chain link fence.
 - All fence lines campus-wide, excluding fence line surrounding Lot #3.
 - Lot #9 and Child Care Center 3-4 feet wide kill area behind the fence, woods side.
- (c) All Wood Line Fence
 - Campus-wide 20" to 24" kill swath from end of grass back into woods.
- (d) Athletic Fields
 - Drinking Fountains, railroad ties.
 - Baseball and softball dirt infields.
- (e) Chillers
 - Between Macklin Tower and Technical Center, outside of all graveled ground area and inside walls.
- (f) Parking Lot Islands
 - Far back fence/property line to the back of the parking lots from Lots 1,2, 3, 4, 5, 6, 7, 8, 9, 10 and 13. Spray tree rings and light poles.
- (g) Jackson Place from Gudelsky Institute for Technical Education (GITE) pine tree line, tree rings and light poles.

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- (h) **Campus-Wide service for flower bed and mulched areas.**
Last week of March; 2nd week of April; 1st week of May; 4th week of May, 3rd week of June; 3rd week of July; 3rd week of August; 4th week of September and 3rd week of October.

2.3.4.5 Roundup QuikPRO Weed Control Treatment Schedule

- (a) **First Roundup QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent.**

First Week in May: Complete full treatment, to include all cracks and crevices in sidewalks, decks, pavers, parking lots, light poles from the middle of lot to the back of lot, fence lines, perimeters of wood lines, baseball and softball infield dirt area, building perimeters only as listed, and all gravel and stone areas.

- (c) **Second Roundup QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent**

Second Week in June: Treatment to include all cracks and crevices in sidewalks, decks, pavers, parking lot areas, track areas, baseball and infields, and all mulched areas for spot weed control where safe to do so.

- (d) **Third Roundup QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent**

Second week in July: Full treatment to include cracks, and crevices in sidewalks, decks, pavers, parking lot areas, fence lines, perimeters of wood lines, baseball and softball infields, building perimeters only as listed, all gravel and stone areas, all mulched areas for spot weeds where it is safe to do so.

- (e) **Fourth Roundup QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent**

Last Week in August: Treatment to include cracks, and crevices in sidewalks, decks, pavers, parking lot areas, all gravel or stone areas campus-wide as well as all mulched areas for spot weed control where safe to do so.

- (f) **Fifth Roundup QuikPRO Treatment with Oryzakin Pro as Pre-Emergent**

Last week in September: Complete a full treatment, to include: cracks and crevices both in sidewalks, decks, pavers and in parking lot areas, fence lines, perimeters of wood line perimeters, baseball and soft ball infield dirt areas, building perimeters only as listed, all gravel or stone areas campus-wide as well as all mulched areas for spot weed control, where safe to do so.

- (g) **Sixth Roundup QuikPRO Treatment with Oryzalin Pro as Pre-Emergent**

Last Week in October: First Week in November: Treatment to include cracks, crevices, fence lines, perimeter of wood lines, deck, paver areas and building perimeters as listed.

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- (h) Provide pond weed control/growth regulator for Euonymus hedge in Lot #13; Four times a year.

2.3.4.6 Aquatic/Pond Treatments and Weed Control

- (a) Contractor's employees shall be Certified Pesticide Applicators in the State of Maryland and shall have extensive training/experience in the proper selection, use and application of all aquatic, herbicides, adjuvants and water quality enhancement products to properly treat the College Ponds. All products used for treatment shall be EPA approved for use in lakes, ponds, and other aquatic sites.
- (b) Ponds shall be inspected twice per month during the months of March through November. A Sonar treatment may be necessary in April or May.
- (c) Any growth of undesirable aquatic weeds and vegetation found in the Pond shall be treated and controlled by applying Aquatic Herbicides and Aquatic Surfactants.
- (d) Invasive and unwanted submersed and floating vegetation shall be treated and controlled.
- (e) Shoreline areas shall be inspected twice per month during the months of March through November.

2.3.4.7 Pond Algae Control

Any algae found in the Ponds shall be treated and controlled through the application of algaecides, aquatic herbicides, and Aquatic Surfactants.

Pond Weed Control Services require Growth Regulator for Euonymus Hedge in Lot #13, four (4) times a year on an as needed basis per the directive of Ground Maintenance Supervisor.

Provide additional services, such as, planting flowers, trimming bushes, etc., on an as needed basis as per the hourly rate offered in this bid.

2.4 Chemicals and Product Usage

2.4.1 Where brand chemicals are specified in this bid, no substitutions/alternatives shall be used without the written approval by the College. In the event that any chemical must be changed due to a change in regulation, or for any other reason, the Contractor must first obtain approval from the ground supervisor before the use of any new chemicals. The Contractor must comply with the manufacturer's usage instructions, guidelines and restrictions for all chemicals used to perform services stated in the bid document.

2.4.2 The Contractor must post notification signs on all areas that have been treated with chemicals. College Grounds crew will remove signs after 3 days. **All product labels and MSDS sheets MUST be provided to the Grounds Supervisors, ten (10) days prior to using any chemical on the College grounds.**

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- 2.4.3 The Contractor must comply with all state and county usage instructions, guidelines and restrictions for all chemicals used to perform services stated in this bid document.
- 2.4.4 The Contractor must obtain prior written approval from the Grounds Supervisor for all products to be used on College grounds.
- 2.4.5 Pre-Emergent should only be used where it is safe to do so, where there will be no risk of leaching once applied.
- 2.4.6 The Contractor is required to use Round Up Quick Pro with Oryzalin Pro to treat weeds and vegetation as a pre-emergent to help control weed growth between treatments. The College will not accept any substitutes unless requested in writing, prior to the application, and authorized by the Grounds Supervisor.
- 2.4.7 Liquid and granular applications may be sampled and tested if deemed necessary prior to application.
- 2.5 Contractor Performance Requirements
 - 2.5.1 Each job must be completed within three (3) to five (5) working days following start of each job. Failure to maintain the time schedule may result in termination of this contract.
 - 2.5.2 All weed control treatments must be scheduled with the Grounds Supervisor prior to application.
 - 2.5.3 All Contractors must check in and out with the Grounds Supervisor on each scheduled workday.
 - 2.5.4 The Contractor's working hours must coincide with the Grounds Department hours, which are 7:00 am to 3:30 pm, unless previous arrangements are made with the Grounds Supervisors.
 - 2.5.5 A work ticket must be provided for each service completed on the date of the visit before the Contractor leaves the site. Each work ticket must summarize the service provided and be submitted to the Grounds Supervisor.
 - 2.5.6 No overtime charge will be approved without prior authorization from the Grounds Supervisor.
 - 2.5.7 All materials and tools required to perform the services stated in this bid are to be supplied by the Contractor.
 - 2.5.8 The Contractor must have a minimum of one foreman or supervisor on-site at all times while performing the service. This person must be fluent in English and able to communicate effectively with College staff.
- 2.6 Employee Identification
 - All Contractors' employees must be in company uniform and carry company identification with them at all times when on College property.

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2.7 Compliance with Laws

- 2.7.1 Bidder hereby represents and warrants that it is registered and licensed to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified.
- 2.7.2 Bidder shall obtain at its expense, all licenses, permits, insurance and government approval, if any, necessary to the performance of its obligations under this contract.
- 2.7.3 Bidder agrees to comply, at no additional expenses, with 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.

2.8 Safety

The Contractor shall provide all required employee safety equipment and enforce safety standards for applying chemicals and using ground maintenance equipment. Contractor employees must wear necessary safety equipment when spraying or applying chemicals.

2.9 Damage Repair

The Contractor, shall replace or repair, at its expense, and as determined by the College, any shrubbery or plantings that are destroyed or damaged through improper use in the handling of any chemicals while performing the service under this contract.

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SECTION 3 – PRICE PROPOSAL FORM

Bidders may bid in whole, or in part based on Group/Sub-Group as specified below. The following Group/Subgroup Total amount for each campus will be used for the purpose of evaluation, in order to identify the lowest bid for award. The annual service frequencies are estimate only, and do not necessarily represent the actual annual service requirements, and may be changed on an as-needed basis. In order to consider for award, Bidders must fill out all line item pricing in the Group/Sub-Group.

Group 1: Central Services

| Item | Descriptions | UM | Annual Service Frequency | Price Per Cut/Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|---|------|--------------------------|---------------------------|--------------|---------------------------|
| 1 | Mowing, trimming, edging and cleaning | each | 26 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Turf Treatment | | | | | |
| | a. Crabgrass pre-emergent and fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. Late spring broad leaf weed fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. Winterizing Pre-Emergent and Fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Weed Control to Include Flower Bed Mulched Areas, April through September | each | 6 | \$ _____ | \$ _____ | \$ _____ |
| 4 | a. Leaf Raking and Seasonal Clean-up | each | 4 | \$ _____ | \$ _____ | \$ _____ |
| | b. Shredded Hardwood Mulching for All Existing Beds in Spring | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 5 | Fall Aeration and Overseeding | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| Group 1 Total: | | | | \$ _____ | \$ _____ | |

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SECTION 3 – PRICE PROPOSAL

Group 2: Germantown Campus

Group 2A: Ground Maintenance (Excluding Pond/Aquatic Treatment)

| Item | Descriptions | UM | Annual Service Frequency | Price Per Cut/ Application | Total Amount | Regular Hourly Labor Rate |
|--------------------------------------|--|------|--------------------------|----------------------------|--------------|---------------------------|
| 1 | Mowing | each | 32 | \$ _____ | \$ _____ | \$ _____ |
| | a. Mowing of Area 1 | each | 32 | \$ _____ | \$ _____ | \$ _____ |
| | b. Mowing of Area 2 | each | 32 | \$ _____ | \$ _____ | \$ _____ |
| | c. Mowing of Area 3 | each | 32 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Turf Treatment | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | a. Soil Test | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. March Broadleaf Weed Treatment/Pre-Emergent | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. March Lime Treatment | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | d. May Fertilizer and Grub Control | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | e. August Fertilizer and Broadleaf Weed Control | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| f. October Core Aeration and Seeding | each | 1 | \$ _____ | \$ _____ | \$ _____ | |
| 3 | Roundup Quick PRO, Weed Control Treatment (April, May, June, July, August September & October) | each | 7 | \$ _____ | \$ _____ | \$ _____ |
| 4 | Flower and Shrub Bed Treatment: | | | | | |
| | a. March- Fertilize all Mulched Shrub and Plant Beds with 14-14-14. | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. April-Freehand Herbicide Treatment (total cost for two part treatments) | each | 2 | \$ _____ | \$ _____ | \$ _____ |
| Group 2A Total | | | | \$ _____ | \$ _____ | |

Group 2B: Pond/Aquatic Treatment

| Item | Descriptions | UM | Annual Service Frequency | Price Per Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|----------------------------------|------|--------------------------|-----------------------|--------------|---------------------------|
| 1 | Pond/Aquatic Treatments | | | | | |
| | a. Pond Near Tennis Courts | each | 18 | \$ _____ | \$ _____ | \$ _____ |
| | b. Pond Near Holy Cross Hospital | each | 18 | \$ _____ | \$ _____ | \$ _____ |
| Group 2B Total | | | | \$ _____ | \$ _____ | |

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SECTION 3 – PRICE PROPOSAL

Group 3: Rockville Campus

Group 3A: Ground Maintenance (Excluding Pond Treatment)

| Item | Descriptions | UM | Annual Service Frequency | Price Per Cut/ Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|---|----------|--------------------------|----------------------------|--------------|---------------------------|
| 1 | Turf Treatment | | | | | |
| | a. Late Spring Broad Leaf Weed Fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. Winterizing Fertilization and Pre-Emergent | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. Crabgrass Pre-Emergent and Fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | d. Late Spring Broad Leaf Weed fertilization | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Weed Control | | | | | |
| | a. March | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. April | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | c. May | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | d. June | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | e. July | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | f. August | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | g. September | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| | h. October | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| 3 | Aeration and Overseeding | | | | | |
| | a. Spring | per acre | 1 | \$ _____ | \$ _____ | \$ _____ |
| | b. Fall | per acre | 1 | \$ _____ | \$ _____ | \$ _____ |
| Group 3A Total | | | | \$ _____ | \$ _____ | |

Group 3B: Pond Treatment

| Item | Descriptions | UM | Annual Service Frequency | Price Per Application | Total Amount | Regular Hourly Labor Rate |
|-----------------------|------------------------------------|------|--------------------------|-----------------------|--------------|---------------------------|
| 1 | Algae Treatment | each | 4 | \$ _____ | \$ _____ | \$ _____ |
| 2 | Growth Regulator on Euonymus Hedge | each | 1 | \$ _____ | \$ _____ | \$ _____ |
| Group 3B Total | | | | \$ _____ | \$ _____ | |

GRAND TOTAL (Group 1+Group2A+Group 2B+Group 3A+Group 3B): \$ _____

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SECTION 3 – PRICE PROPOSAL

Note to Bidder: Submitted price must be inclusive of all costs (labor, supervision, equipment, tools, materials etc.) associated with all requirements listed herein. No allowances will be made to the successful bidder, at a later date, for additional work required because of his/her failure to inspect the site.

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/Scope of Works, 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.

*****PLEASE DO NOT FORGET TO SIGN YOUR BID*****

| | |
|--------------|-------------------------------|
| Company Name | Name |
| | |
| Title | Authorized Signature and Date |
| | |

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ATTACHMENT A - REFERENCES

| REFERENCE 1 | |
|-----------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |

| REFERENCE 2 | |
|-----------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |

| REFERENCE 3 | |
|-----------------------|--|
| Company Name | |
| Street Address | |
| City, State, Zip Code | |
| Contact Person | |
| Title | |
| Telephone #: | |
| Service Dates | |

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 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

Authorized Signature & Date

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ATTACHMENT C - VERIFICATION OF EXAMINATION OF SITE CONDITIONS FORM

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 of

_____ **Campus/Facility on** _____, **2020.**

Date

Company Name

Address

Telephone Number

Facsimile Number

Name & Title (Print)

Signature

Site examination inspection confirmed by College Representative:

Date

College Representative Name & Position Title

Signature

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ATTACHMENT D - 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 or 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 Community College Office of Procurement 9221 Corporate Boulevard 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, sexual orientation, 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 no substantial. 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 Boulevard, 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 Boulevard, 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 4, of the General Provisions 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 sexual orientation, 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, sexual orientation, 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,

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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.

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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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.

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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.

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ATTACHMENT F - MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

MID-ATLANTIC PURCHASING TEAM 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 and 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>. Bidders must reference and submit Attachment E to indicate any MAPT agencies/jurisdictions to which it does not extend this Montgomery College contract if awarded the contract.

MONTGOMERY COLLEGE-OFFICE OF PROCUREMENT
MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES
BID NUMBER: 420-001
BID OPENING DATE/TIME: FEBRUARY 28, 2020 AT 3:00 PM

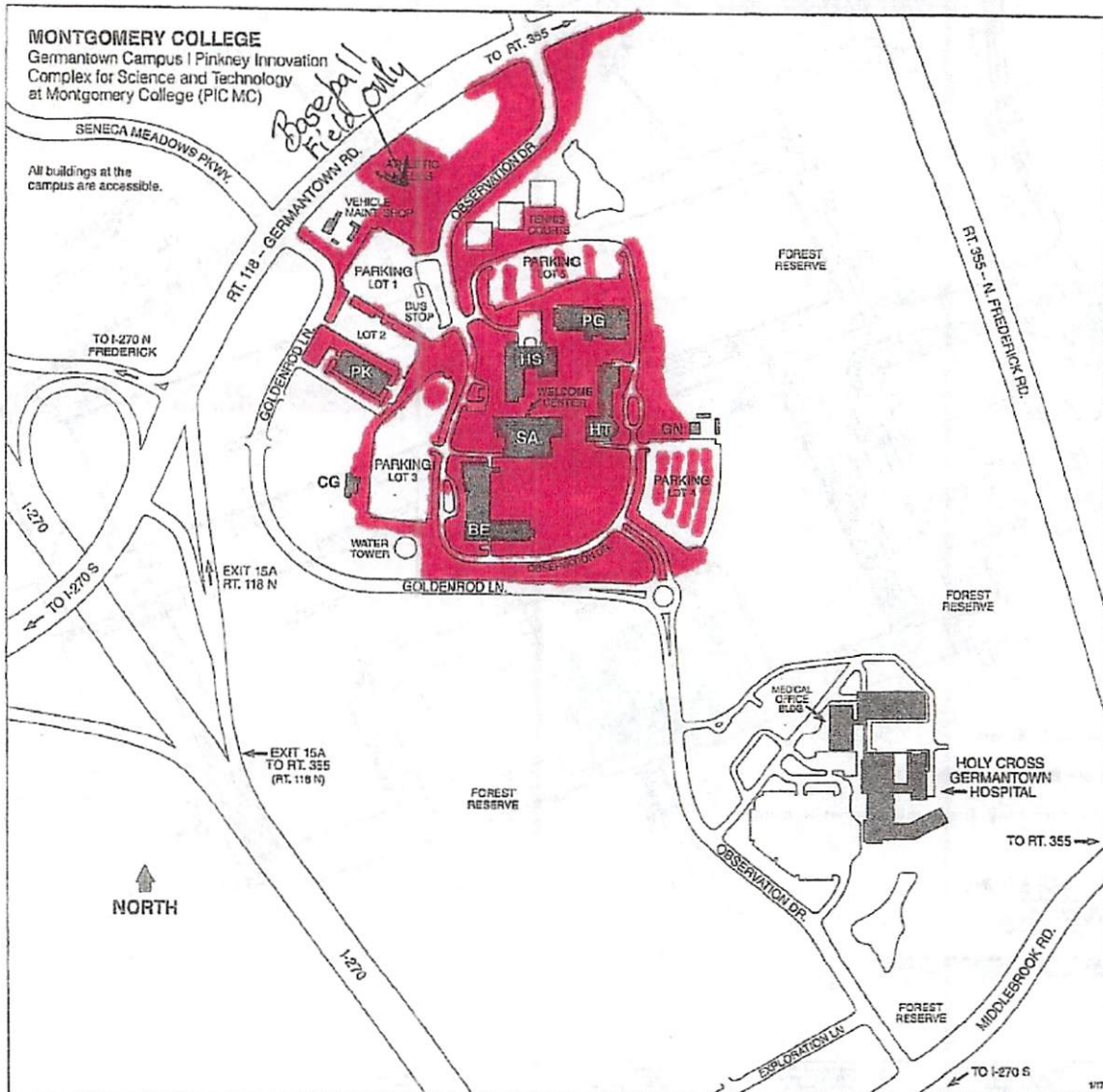
ATTACHMENT G – CAMPUS MAP

Germantown Campus

Turf Treatment Map

MONTGOMERY COLLEGE

Germantown Campus | Pinkney Innovation Complex for Science and Technology (PIC MC)



MONTGOMERY COLLEGE-OFFICE OF PROCUREMENT
MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES
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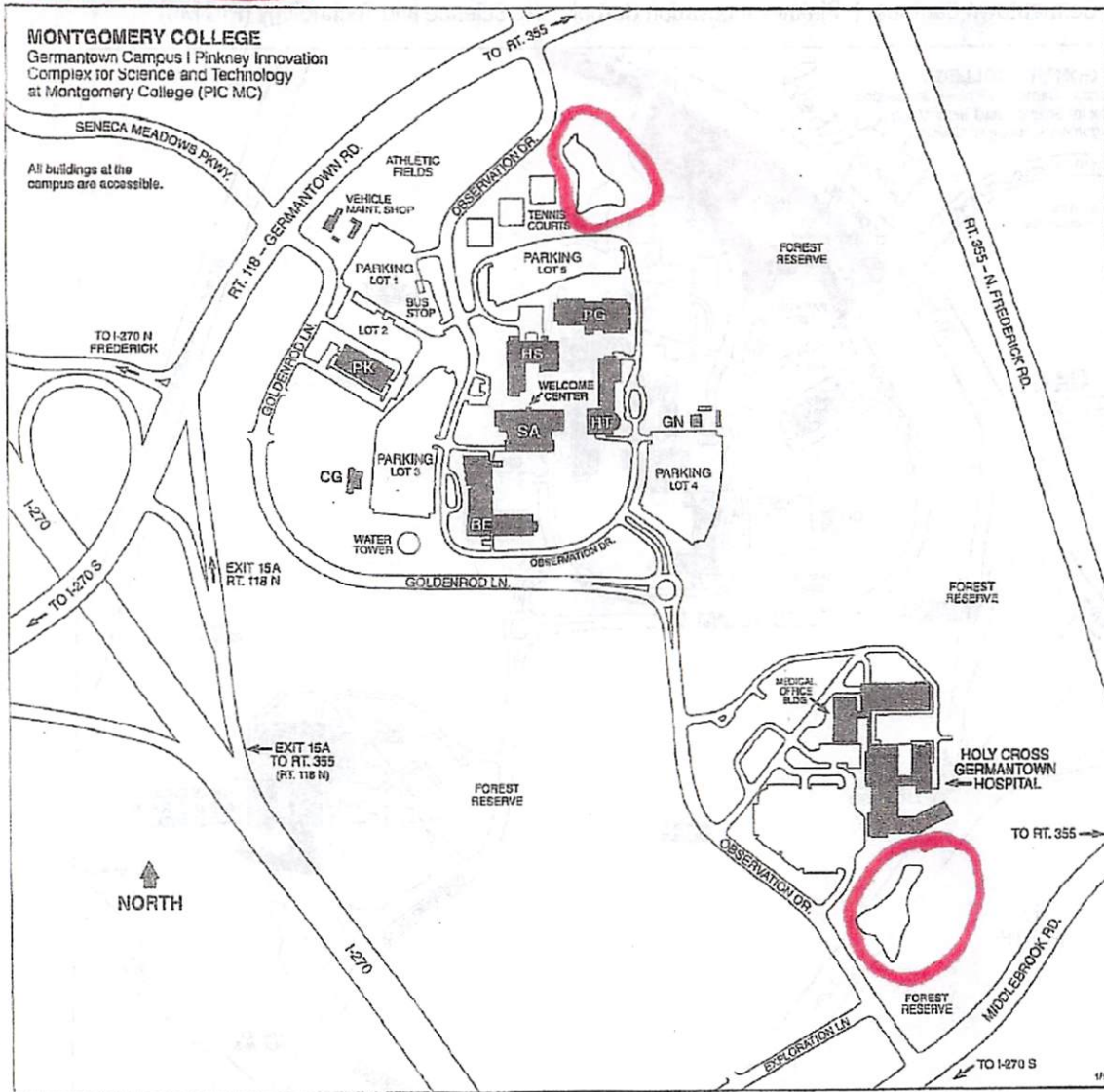
ATTACHMENT G – CAMPUS MAP

Germantown Campus

Pond Map

MONTGOMERY COLLEGE

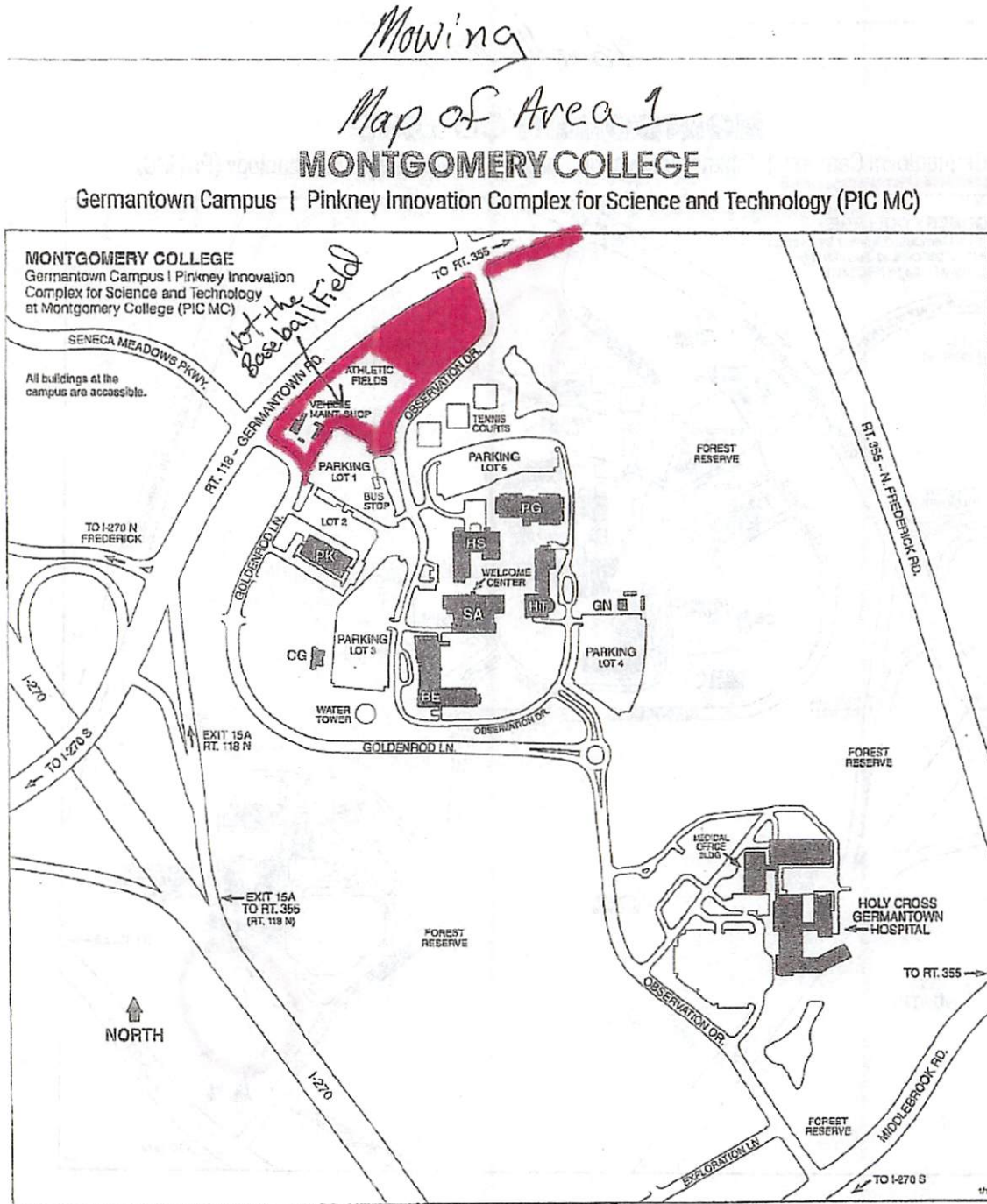
Germantown Campus | Pinkney Innovation Complex for Science and Technology (PIC MC)



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ATTACHMENT G – CAMPUS MAP

Germantown Campus



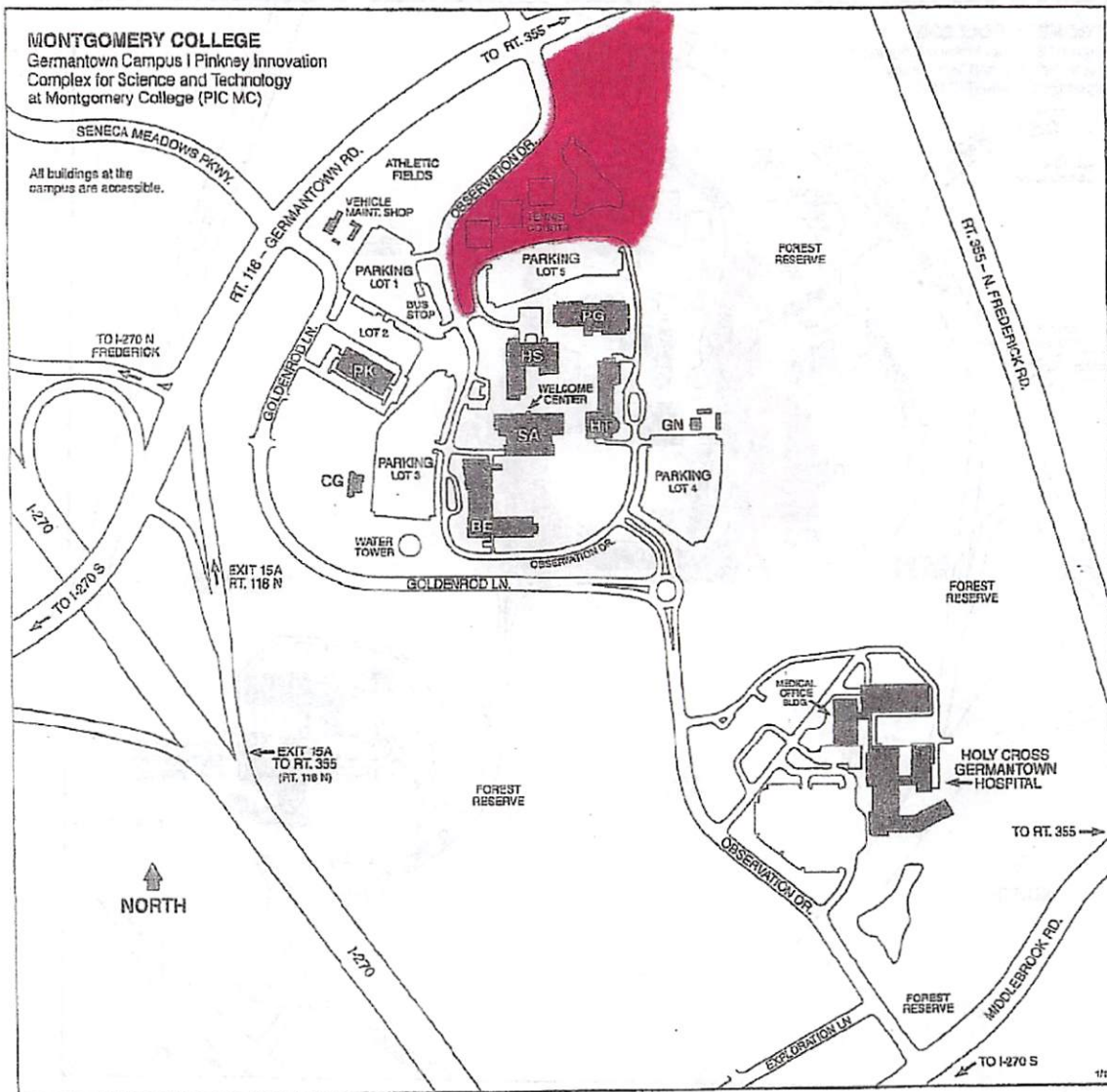
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ATTACHMENT G – CAMPUS MAP

Germantown Campus

*Mowing
Map of Area 2*

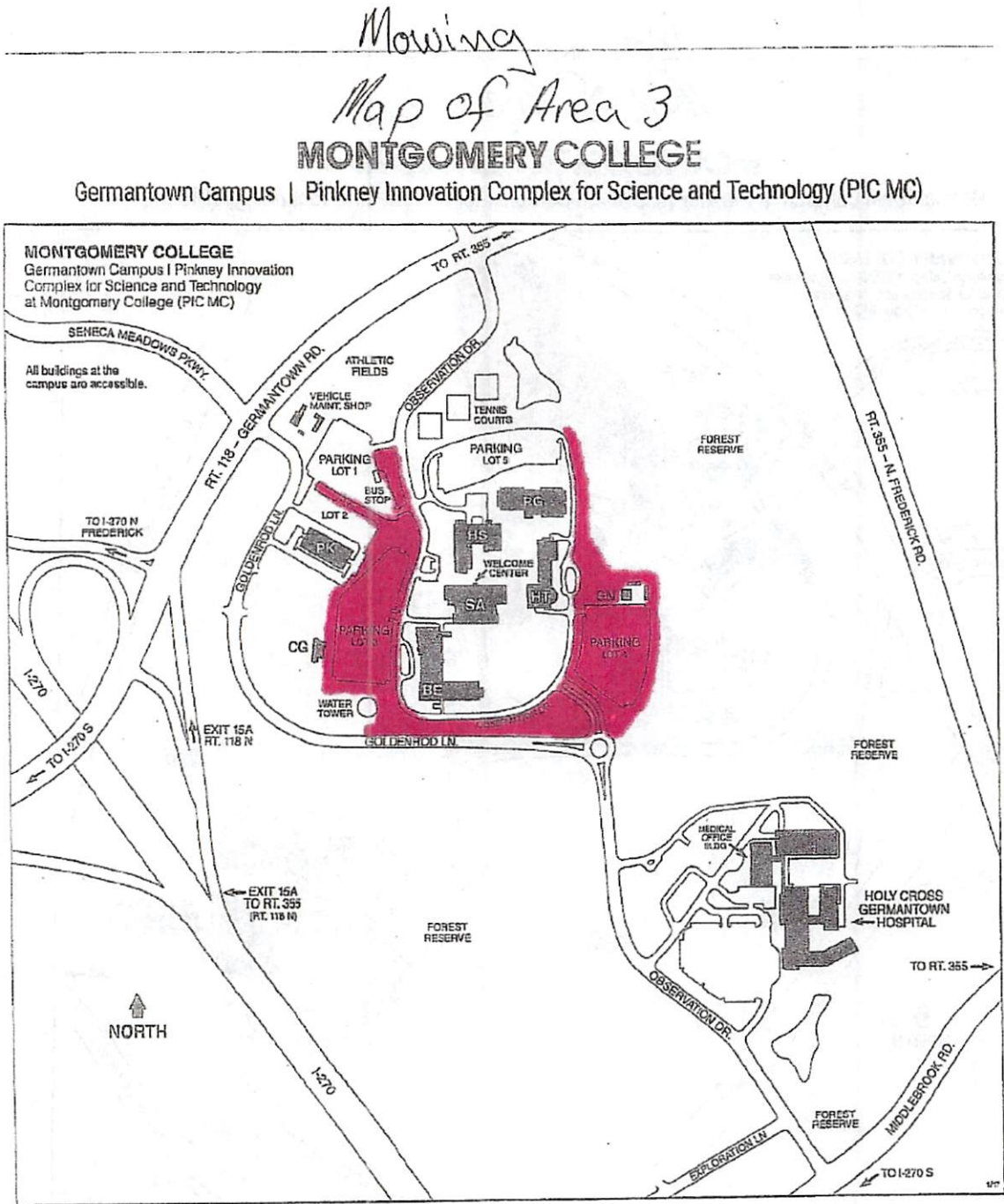
MONTGOMERY COLLEGE
Germantown Campus | Pinkney Innovation Complex for Science and Technology (PIC MC)



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ATTACHMENT G – CAMPUS MAP

Germantown Campus

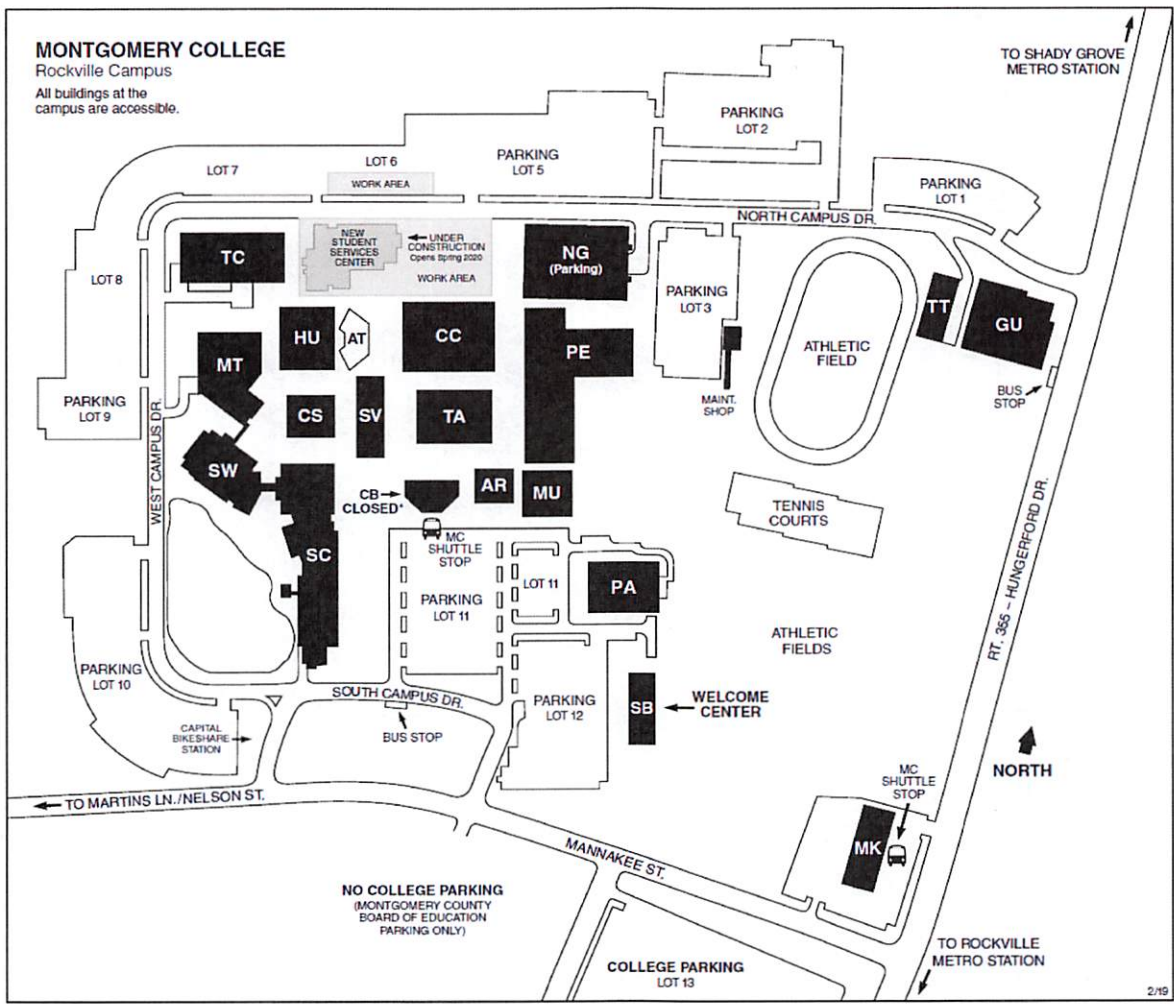


MONTGOMERY COLLEGE-OFFICE OF PROCUREMENT
MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES
BID NUMBER: 420-001
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ATTACHMENT G – CAMPUS MAP

Rockville Campus

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).