



OFFICE OF PROCUREMENT

SUPPLEMENTARY SNOW REMOVAL SERVICES

RFB NO.: 420-004

BID OPENING DATE AND TIME; NOVEMBER 8, 2019; 3:00 P.M.

ADDENDUM #1

ISSUED DATE: NOVEMBER 4, 2019

THIS PURPOSE OF THIS ADDENDUM:

Item 1-1 First paragraph of Section 1.6, change Attachment E General Conditions and Instructions to Attachment D General Conditions and Instructions.

Item 1-2 Delete Section 1.16 in its entirety, and replace with the following:

1.16 Contract Award

Recommendation of contract award will be made, in the best interest of the College, to **up to two (2)** responsible, responsive Bidder(s) with the lowest sum of Group 1 and Group 2 unit price (regular hours) that can meet or exceed the terms, conditions and specifications of this RFB. It is anticipated that the College Board of Trustees will approve the contract award at its **December 16, 2019** Board meeting. The evaluation of award will be made on the basis of payment to the supplier in Net 30 days from the receipt and acceptance of the invoice by the Montgomery College. The College may cancel this RFB or reject any or all proposals in whole or in part, waive technicalities, and make a **single (whole) award or multiple awards** in a manner deemed in the best interest of the College. The contract resulting from this solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

Item 1-3 Delete Section 1.17 in its entirety, and replace with the following:

1.17 Contract Term

The College operates on a fiscal year basis from July 1 through June 30. The initial term of the contract will start from **December 23, 2019 to June 30, 2020**. 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 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 and pricing may be negotiated and the contract amended accordingly.

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



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR BID

RFB NO.: 420-004

SUPPLEMENTAL SNOW REMOVAL SERVICES

All bid responses MUST BE RECEIVED in the Procurement Office by **3:00 PM local time on November 8, 2019.**

Bid responses will not be accepted via facsimile or electronic mail.

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: NONE.

Minority vendors are encouraged to respond to this bid solicitation.

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

A blue ink signature of Patrick Johnson, consisting of a stylized 'P' followed by 'atrick Johnson' and a long horizontal line extending to the right.

Patrick Johnson, MBA
Director of Procurement

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

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

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SECTION 1 – BID AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with Supplemental Snow Removal Services, for all its three campuses located in Germantown, Rockville and Takoma Park/ Silver Spring on an as-needed basis, in accordance with the terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Site Examination

Bidders are encouraged to examine and investigate existing site conditions prior to submitting a bid. No allowances shall be made to the successful bidder at a later date, for additional work required due to his/her failure to inspect the project site.

To schedule a site visit, Bidders shall send a written request to:

John Byron, Germantown Campus: john.byron@montgomerycollege.edu

David Bishop, Rockville Campus: david.bishop@montgomerycollege.edu

Eduardo Fuentes, Takoma/Silver Spring Campus: eduardo.fuentes@montgomerycollege.edu

1.3 Bid Submittal Due Date

All responses to this Request for Bid (RFB) must be delivered to and received by the Montgomery College Procurement Office, 9221 Corporate Blvd., Rockville, Maryland 20850 by **3:00 p.m. on November 8, 2019**, and must be sealed and clearly identified and marked with the bid number, bid title and bid due date/ time along with the bidder's name and address. **Facsimile or email transmissions will not be accepted. No responses will be accepted after the specified date and time.** In the event that the College is closed on the bid opening date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

The bid response must be signed by an individual who has full authority from the Bidder to enter into a binding agreement on behalf of the Bidder so that a contract may be established as a result of acceptance of the bid submittal.

1.4 Contact Information

Request for information related to this solicitation shall be directed to George Varghese, Purchasing Agent via email to george.varghese@montgomerycollege.edu. The Bidder may not initiate contact with any other college representative about this bid. All inquiries and questions must be submitted in writing via email and received by **5:00 p.m. on October 31, 2019**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.5 Addenda

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

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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 bid opening date and time, the interpretation and intent of the Request for Bid shall be as determined by the College at its sole discretion.

1.6 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 the RFB.

1.7 Bid Required Submittal List

- Price Proposal (Section 4)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- A list of Vehicles and Equipment owned by your firm and/or the Lease Agreement for the Vehicles and Equipment that allows the Bidder to have full time access for Supplementary Snow Removal Services (See Section 3 Price Proposal for the Vehicles and Equipment required.)
- Mid Atlantic Purchasing Team Rider Clause (Attachment E) – Optional
- Signed Acknowledgement of Receipt of Addenda, if applicable
- Subcontractors List, if applicable.

1.8 Failure to Submit

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

1.9 Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form (Section 4). The prices offered on the Price Proposal must include all charges, costs, travel time and associated fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to Bidder's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is Exempt from State of Maryland Sales Use Tax and Federal Excise tax, and the college will not pay or reimburse those taxes.

The Bidders must hold their bid prices for 120 days after bid opening date, but prior to 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 award the contract to the next lowest responsive, responsible Bidder.

1.10 References

Bidders must submit **three (3) references** within the **past three years** from current or former customers that have purchased similar services. References from other higher educational institutions or government agencies are preferred but not required. All references must include the company and contact name, address, email address and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the level of products and services mandated in this solicitation.

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The College -reserves the right to request additional references or contact any site using the Bidder's services. In addition, the college shall not be listed as a reference for this Bid.

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, manpower, 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 requested in the Specifications and Scope of Work.

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 the 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 or data

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.

1.13 Subcontractors

The College seeks bids from Bidders performing all requested services and will enter into an agreement only with the selected Bidder. No portion of the work shall be subcontracted without prior written consent of the College throughout the terms of this contract, including renewals and extensions. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the company name, contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s). The primary Contractor shall remain fully liable for the work performed by the subcontractor(s), shall assure compliance with all requirements of the contract, and shall be solely responsible for payment to all subcontractors or secondary suppliers engaged to perform under the contract. The College reserves the right to reject any proposed subcontractor in its own best interest.

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1.14 Contract Price Adjustment

The contract resulting from this RFB will be firm, fixed contract. Contract prices are to remain fixed for the first year. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of initial 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 request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments 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). Only one price adjustment may be granted for one contract term.

1.15 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, and a College Purchase Order issued and signed by the Director of Procurement or authorized designee, may become a formal contract in lieu of a separate contract document.

1.16 Contract Award

Up to two awards of contract will be made to the most responsive and responsible Offerors that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offerors will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.17 Contract Term

The College operates on a fiscal year basis from July 1 through June 30. The initial term of the contract will start from date of award to June 30, 2020. 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 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 and pricing may be negotiated and the contract amended accordingly.

1.18 Contract Billing

The Contractor shall invoice the College for all appropriate charges, in accordance with the price offered and accepted by the College on the Price Proposal upon the completion of services. 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. All invoices must be signed and dated in addition to including Contractor's mailing address, Contractor's Federal Tax ID number, College purchase order

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number (which will change annually upon contract renewal, if any), the service time period covered by the invoice, a brief description of service provided, campus location, and the amount of requested payment. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

Payment will be made in net 30 days from receipt of proper invoice and upon Contractor's satisfactory performance. **The labor will be billed from the College requested time of arrival to and contractor's time of departure from college site.** The College will not pay any invoices that are submitted without work service ticket. Overtime must be authorized and approved by campus contract administrator in writing. All work must be signed by the appropriate contract administrator or designee.

1.19 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Services as long as the changes are within the general scope of work to be performed hereunder. 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 Contractor performs additional work on the project.

The awarded Contractor cannot accept purchase orders/requests for services or products that are not covered in this contract or make changes to the scope of work unless a price for those services or products has been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office. Any agreed upon modifications or amendments must be in writing and signed by both parties.

1.20 Contract Deadlines and Failure to deliver

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

1.21 Insurance Requirements

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

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

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Worker's Compensation Insurance covering the contractor's employees as required by State of Maryland 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 Insurance providing bodily injury and property damage coverage for owned, hired 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 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.

1.22 Certificate of Liability Insurance

The awarded 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.: 420-004**. Current certificates must be provided to the College throughout the contract term.

1.23 Termination of Insurance

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

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1.24 Contract Assignment

The awarded 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.

1.25 Termination Due to Lack of Funding

Any contract awarded as a result of 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 this solicitation.

1.26 Debarment

Submission of a signed proposal in response to this solicitation is certification that a Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any County, State, or Federal department or agency. Submission is also an agreement that the College will be notified of any change in this status.

1.27 Contractor Identification

The Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College property, and while performing the duties of the contract.

1.28 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.

1.29 Tax Exemption

Montgomery College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. A copy of the State of Maryland Tax Exemption Certificate is also available at the College Procurement website at www.montgomerycollege.edu/procure. Offeror shall be responsible for the payment of any, and all applicable taxes resulting from any award and/or any services associated with the contract.

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SECTION 2 – SCOPE OF SERVICES

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 Offices of Facilities and Public Safety is committed to advancing and promoting student success at Montgomery College by providing the highest quality physical environment in terms of a safe, comfortable, and clean working and learning environment for the entire college community. Snow removal services are normally handled by the college in-house campus facilities staff up to approximately 10-12 inches of snowfall. Supplemental snow removal services are needed to assist College staff when the snow level exceeds 10-12 inches. When needed, the College may be closed for the purpose of snow removal, and not reopened until lots are cleared.

2.2 Bidder Qualifications Requirements

- 2.2.1 The Bidder must have a minimum of five (5) years commercial experience in providing snow removal services of this type. The experience must have been within the past five (5) years.
- 2.2.2 The Bidder must have sufficient staff to provide the required service for the duration of the contract.
- 2.2.3 The Bidder must have the necessary licenses and equipment or access to necessary equipment in order to perform the service required by this contract.
- 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 Service Requirements

- 2.3.1 Service requirements include the following:
 - a. The Contractor must be on call to provide snow removal services 24 hours/7 days per week.
 - b. The Contractor must respond back to the College by phone, within one (1) hour of receiving a phone call or text message from the College requesting service.
 - c. When notified by the College, the contractor will be required to begin services within three to four (3-4) hours of notification.
 - d. Contractor's crew supervisor must call the Contract Administrator upon arrival and departure from campus.

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SECTION 2 – SCOPE OF SERVICES - continued

- e. Failure to call the Contract Administrator may result in non-payment for the service. At the completion of each service, the Contractor must provide work service tickets to the Contractor Administrator at each site.
- f. The Contract Administrator reserves the right to notify the Contractor to stop, or repeat the services at any time deemed necessary.

2.3.2 When notified by the College, the Contractor must begin loading/hauling snow as directed by the Contractor Administrator. The Contract Administrator reserves the right to notify the Contractor to stop the loading/hauling services at any time as deemed necessary.

2.3.3 The College will establish the snow site(s) for the disposal of the loaded/hailed snow. If the Contractor has a site for disposal, prior approval in writing must be obtained from the College for its use.

2.3.4 The Contractor must comply with all applicable state and local laws and ordinances related to hauling, handling, and disposing of the loaded/hailed snow.

2.3.5 The Contractor must be prepared to stage equipment at the campus locations, in case that a major snow event is predicted. The Contractor Administrator(s) will notify the Contractor ahead of time. The College shall not be billed before services have started.

2.4 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 contract performance, the Contractor shall take the necessary precautions to protect all areas upon which, or adjacent to, the work is performed as a part of this contract.

2.5 Equipment

2.5.1 The equipment used must be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified. All equipment to be used in providing the required services must be approved by the College prior to arrival at the College. The Contractor must maintain the same controls, procedures, and quality throughout the contract period.

2.5.2 If any equipment breaks down during operation, the contractor supervisor must immediately notify the Contract Administrator or designee. Contractor must replace or repair the equipment at no cost to the College. In addition, the College will not be billed for equipment down-time. It is the responsibility of the Contractor to replace the equipment within 12 hours maximum, or a time period that has been approved by the Contractor Administrator.

2.6 Equipment Demonstration

The successful Bidder(s) may be required to demonstrate ability to meet equipment requirements. The intended awardee(s) may be required to show evidence that they possess or have made arrangements to acquire or lease required equipment for the term of the contract.

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SECTION 2 – SCOPE OF SERVICES - continued

2.7 Contractor Performance Requirements

- 2.7.1 All work must be scheduled with each Contract Administrator or designee, as stated on Purchase Order, prior to each service. If Contract Administrator is unavailable, Contractor must call the Security Office at each campus location.
- 2.7.2 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 Contract Administrator or designee for approval.
- 2.7.3 All tools and equipment required to perform the services stated in this bid are to be supplied by the Contractor.
- 2.7.4 The College will provide all salt/sand mix for the duration of the Contract.
- 2.7.5 The Contractor must have a minimum of one foreman or supervisor at each site at all times while performing the service. This person must be fluent in English and able to communicate effectively with College staff.
- 2.7.6 The Contractor must not leave any materials, tools or equipment at the job site upon departure from campus. The College will not be held responsible for the storage or loss of contractor-owned items used to complete the work under this contract.

2.8 Campus Based Requirements:

2.8.1. Germantown Campus:

- a. Contractor shall commence service within 3-4 hours of initial request when the snow fall is in excess of 10".
- b. Contractor' crew supervisor shall contact College Contract Administrator upon arrival and departure from campus.
- c. Contractor must be capable of supplying up to two (2) large Rubber Tired Loaders and two (2) full size Dump Trucks with operators.
- d. Contractor must be capable of supplying Skid Loaders with short notice from College Contract Administrator.
- e. Contractor must begin loading and hauling snow and stop operation as directed by the College Contract Administrator.
- f. Snow disposal site will be established by the College. When contractor wants to dispose snow at their site, prior approval must be obtained from College representative.

2.8.2 Rockville Campus

- a. Contractor shall provide Rubber Tire Loaders with bucket capacity of no less than 2.5 yards.
- b. Large Dump Trucks that are legally authorized to haul 20,000 lbs. or more with a gross vehicle weight of 68,000.lbs. may be required.
- c. Additional smaller equipment such as Skid Steer Loads, Backhoes and/or large snow blowers of 72" wide or larger may be needed.

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SECTION 2 – SCOPE OF SERVICES - continued

- d. Upon request, contractor must be able to shovel and clean steps, building entry ways, handicapped ramps, patios, stair wells, etc.
- e. The following equipment has been previously used at this campus:
Up to seven large Rubber Tire Loaders, 10-14 large Dump Trucks, 4 Skid Steer Loaders, 2 Backhoes and 1 Bulldozer.
- f. Parking Lot at 900 Hungerford Drive and all other Parking Lots on Rockville Campus along with all campus entrances, College's main road ways, including bus stops and loading dock areas.

2.8.3 Takoma Park/Silver Spring Campus

- a. Contractor and equipment shall be on-site to commence work within 3-4 hours of initial request.
- b. Contractor must be able to work around the clock when needed, and be able to switch-out equipment operators to allow proper break time.
- c. Contractor shall place a supervisor to manage their employees while working on College campus and the Supervisor shall contact College Contract Administrator upon arrival and departure from campus
- d. Upon request contractor shall shovel and clean steps, building enter ways, handicapped ramps, patios, stairwells, etc.

2.8.4 Work Site Requirements

- a. Contractor must be on-site and commence working within 3-4 hours of initial request
- b. Contractor shall place a Foreman or Supervisor to manage their employees while working on College Campus.
- c. All vehicle operators must be licensed, if required by State Law.
- d. Must be able to work around the clock and be able to switch-out equipment operators to allow proper break time.
- e. Must be able to refuel and maintain equipment onsite.

2.9 Schedule of Work

The schedule of work must be coordinated in advance by contacting the appropriate College Contract Administrator at each campus.

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SECTION 2 – SCOPE OF SERVICES - continued

2.10 Contract Administration

The Contract Administrators for each campus location are as follows:

Germantown Campus

John Byron, Ground Maintenance Supervisor

Phone: 240-567-1999

Email: John.Byron@montgomerycollege.edu

Rockville Campus

David Bishop, Grounds Maintenance Supervisor

Phone: 240-567-7343

Email: david.bishop@montgomerycollege.edu

Takoma Park/Silver Spring Campus

Eduardo Fuentes, Ground Maintenance Supervisor

Phone: 240-567- 1612

Email: Eduardo.fuentes@montgomerycollege.edu

Contractor must check in with the Campus Security Office, upon each arrival to and departure from the campuses, and sign the logbook to document visits/service to the campuses. The campus security offices are open 24 hours/day, 7 days/week.

Germantown Campus Security Office

Phone: 240-567-7777

Science and Applied Studies Building (SA) Room 287

Germantown, MD 20876

Rockville Campus Security Office

Phone: 240-567-5111

Counseling and Advising Building (CB) Room 102

51 Mannakee Street

Rockville, MD 20850

Takoma Park/Silver Spring Campus Security Office

Phone: 240-567-1600

Student Service Building (ST) #117

7625 Fenton Street

Takoma Park, MD 20912

2.11 Contractor Supervisor

The Contractor must have a supervisor on-site at all times while services are being performed. The supervisor shall be able to speak fluent English. Contractor's supervisor will serve as the point of contact for the College's Contract Administrator.

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SECTION 2 – SCOPE OF SERVICES - continued

2.12 Contract Hours

Service shall be on an as needed basis, and upon direction of the Contract Administrator or the designee. The Contractor must be available 24 hours a day and 7 days a week during the winter season. The contract regular working hours will be 7:30 am to 4:00 pm, Monday thru Friday, excluding holidays and weekends.

Offeror must indicate available work hours on Price Proposal form, if those hours are different from College work hours listed above. The College will not be responsible for any overtime payment, if Offeror fails to include any such hours on Price Proposal form.

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SECTION 3 – PRICE PROPOSAL

Bidders must fill out all the blanks and submit prices requested for all line items to be considered for award. Failure to do so may deem a bid non-responsive. The hourly rate must be inclusive of all costs associated with the requirements listed herein, i.e. direct labor, supervision, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and customary (truck, fuel, dispensing units, etc.) . The following rates are applicable on an “on site” basis and not “portal to portal” for each item bid.

Group 1:	Unit Price (Regular Hours)	Overtime Hourly Rate
(i) Dump Truck with Licensed Operator (10-wheel full size dump truck)	\$_____/hr	\$_____/hr
(ii) Large Rubber Tire Front End Loader with minimum 2-3-yard bucket with Licensed Operator	\$_____/hr	\$_____/hr
(iii) Skid Steer Loader with Licensed Operator	\$_____/hr	\$_____/hr
(iv) Bulldozer with Operator:	\$_____/hr	\$_____/hr
(v) Snow Blower 72” and/or Sweeper with Operator	\$_____/hr	\$_____/hr
 Group 2:		
(i) Salting/Sanding of Parking Lots with Equipment and Driver	\$_____/hr	\$_____/hr
(ii) Shoveling and Cleaning Crew:	\$_____/hr	\$_____/hr
(iii) Sidewalk Crew per Laborer	\$_____/hr	\$_____/hr

Bidder’s Regular Working Hours: _____

Bidder’s Contact Person and Phone Number: _____

PLEASE REMEMBER TO SIGN YOUR BID

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SECTION 3 – PRICE PROPOSAL

Montgomery College is tax exempt, certification provided upon request.

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

Company Name

Authorized Name (printed/typed)

Title

Authorized Signature and Date

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

Yes No

B.6 Please provide the following information:

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

Company Name	Name
Title	Authorized Signature and Date

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ATTACHMENT C - NO BID RESPONSE

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 Title

Please return form to:
Montgomery College
Office of Procurement
9221 Corporate Blvd.
Rockville, Maryland 20850-1733

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ATTACHMENT D - GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE PERIOD

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

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

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

ASSURANCE OF NON-CONVICTION OF BRIBERY The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

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

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

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non 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.

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 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. 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.

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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.

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.

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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, 900 Hungerford Drive, Suite 110, 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, Room 110, 900 Hungerford Drive, 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.

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

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

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

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

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

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

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

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

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.

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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.

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

RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies. **RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

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

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

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

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

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

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

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFB NO.: 420-004
SUPPLEMENTAL SNOW REMOVAL SERVICES
BID OPENING DATE AND TIME: November 8, 2019 at 3:00 PM

ATTACHMENT D - GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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ATTACHMENT E - MID-ATLANTIC PURCHASING TEAM 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.

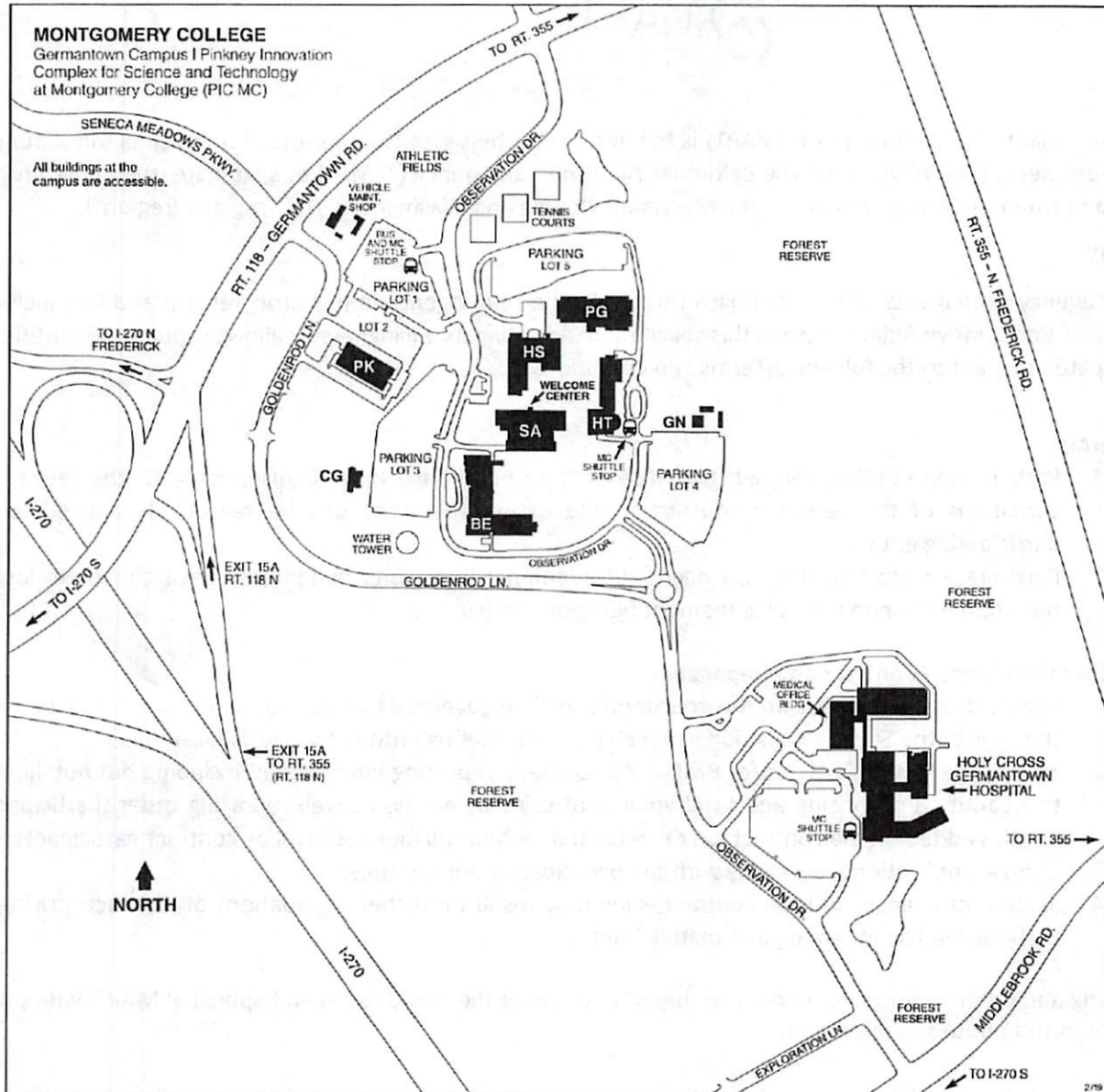
In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

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.**

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ATTACHMENT F – CAMPUS MAPS

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



MC MONTGOMERY COLLEGE
 Germantown Campus | Pinkney Innovation Complex for Science and Technology at Montgomery College (PIC MC)
 20200 Observation Drive
 Germantown, MD 20876
 240-567-7700
 montgomerycollege.edu
 For updates to campus maps, visit
 montgomerycollege.edu/maps

Legend of Campus Buildings
(as of February 2019)

- BE** Bioscience Education Center
 - Conference Center
- CG** Child Care Center
 - Center for Early Education (CEE)
- GN** Greenhouse

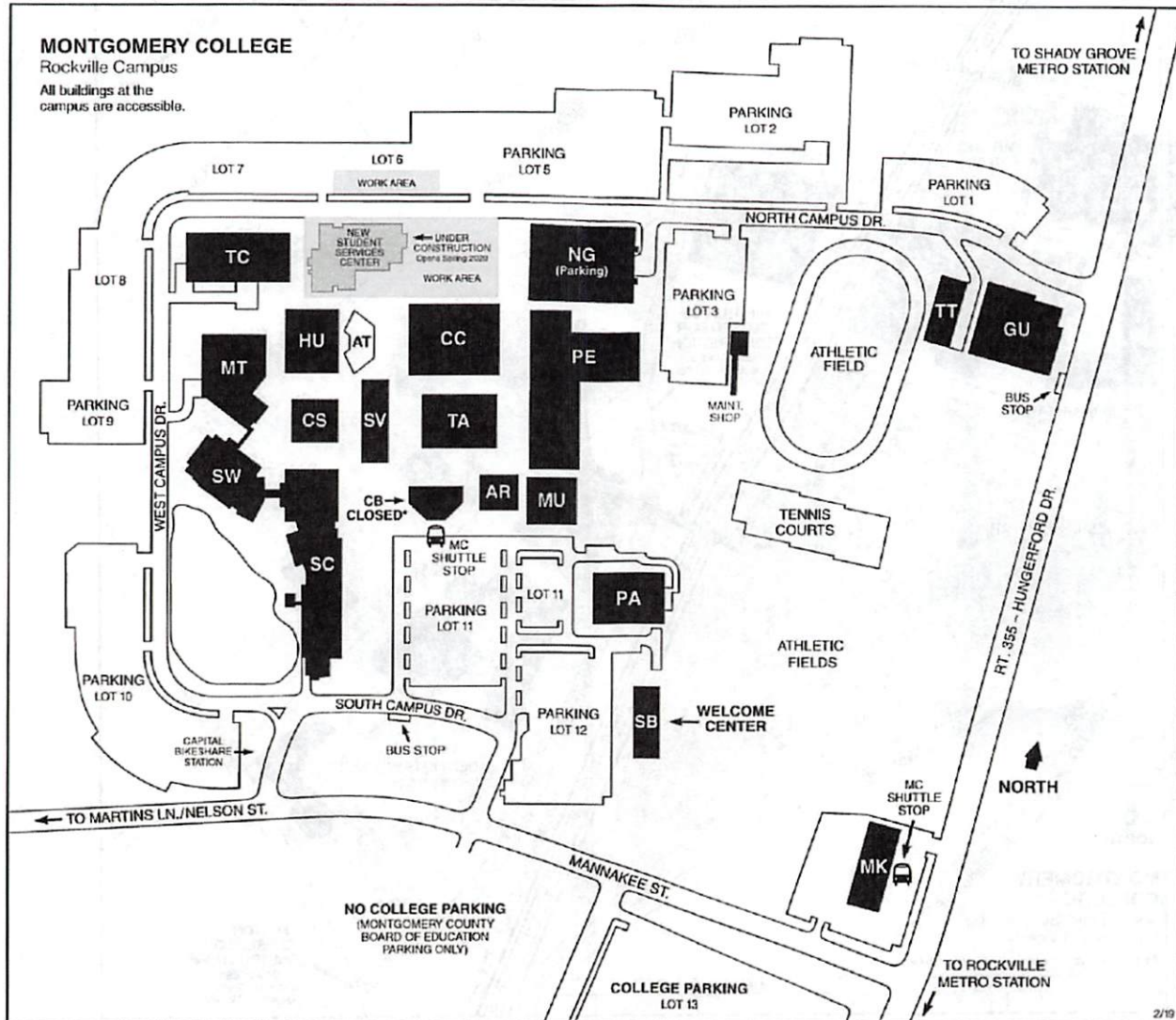
- HS** Humanities and Social Sciences Building
 - Bookstore
 - Cafeteria
 - Library
 - Workforce Development & Continuing Education (WD&CE)
- HT** High Technology and Science Center
 - Globe Hall
- PG** Physical Education Building

- PK** Paul Peck Academic and Innovation Building
 - Germantown Innovation Center
- SA** Student Affairs and Science
 - Counseling and Advising
 - Disability Support Services
 - Enrollment Services
 - Financial Aid Office
 - Public Safety Office
 - Student Life Office
 - Welcome Center

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ATTACHMENT F – CAMPUS MAPS

Rockville Campus



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

Legend of Campus Buildings
(as of February 2019)

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

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

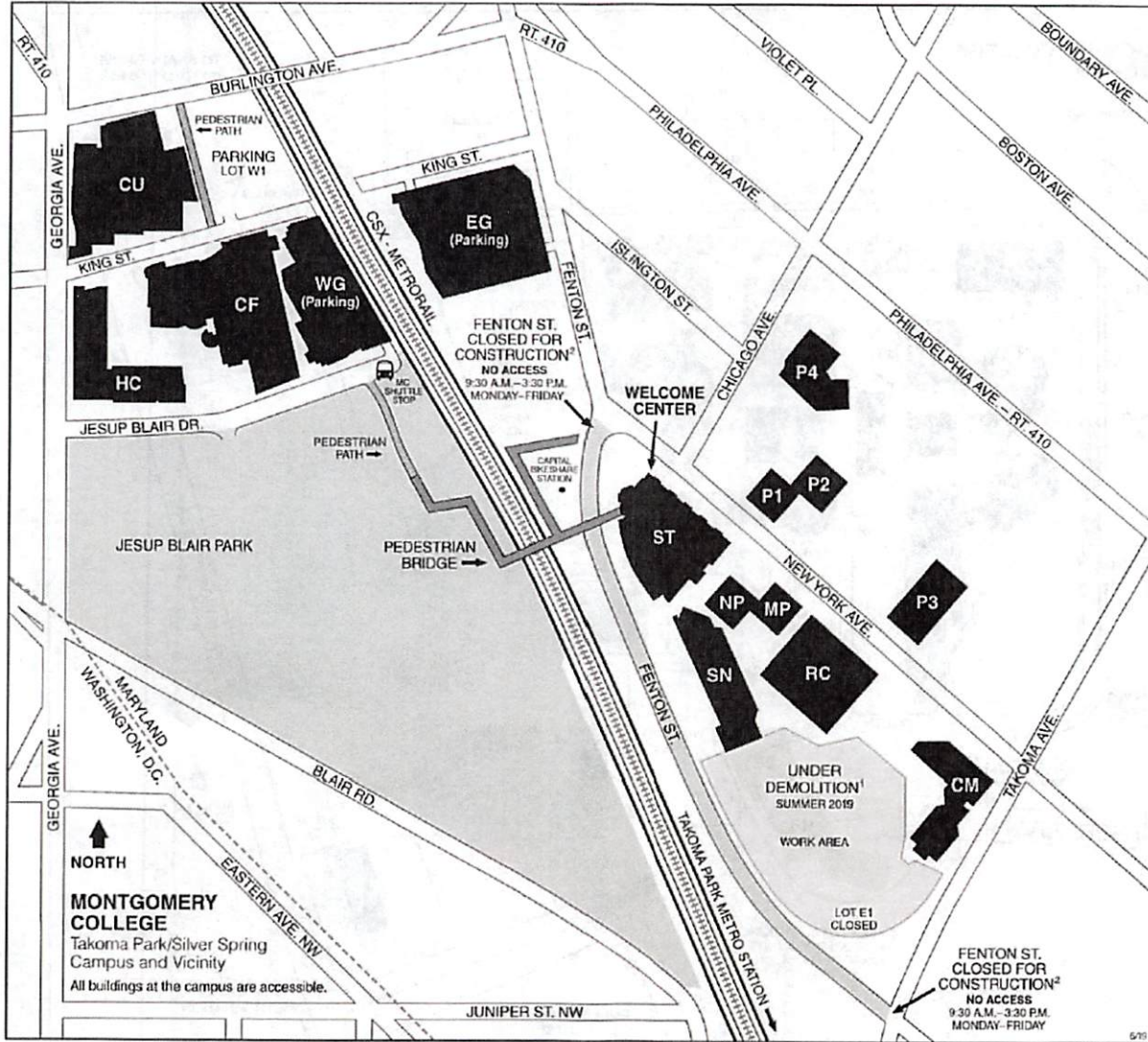
- SC Science Center
- SV Student Services Building
 - Enrollment Services
 - Financial Aid Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

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

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ATTACHMENT F – CAMPUS MAPS

Takoma Park/Silver Spring Campus and Vicinity



MC MONTGOMERY COLLEGE
 Takoma Park/Silver Spring Campus
 7600 Takoma Avenue
 Takoma Park, MD 20912
 240-567-1300, TTY 301-587-7207
 montgomerycollege.edu
 For updates to campus maps, visit
 montgomerycollege.edu/maps

- Legend of Campus Buildings**
 (as of June 2019)
- CF The Morris and Gwendolyn Cafritz Foundation Arts Center
 - Refugee Training Center
 - Workforce Development & Continuing Education (WD&CE)
 - CM Catherine F. Scott Commons
 - CU Cultural Arts Center
 - EG East Garage (parking)
 - HC Health Sciences Center
 - MP Mathematics Pavilion
 - NP North Pavilion

- P1 Pavilion One
- P2 Pavilion Two
- P3 Pavilion Three
- P4 Pavilion Four
- RC Resource Center
 - Library
- SN Science North Building
- ST Charlene R. Nunley Student Services Center
 - Bookstore
 - Cafeteria
 - Counseling and Advising
 - Enrollment Services
 - Financial Aid Office

- Public Safety Office
- Student Life Office
- Welcome Center
- WG West Garage (parking)

¹ Falcon Hall (FH), Science South Building (SS), the tennis courts, and parking lot E1 are closed for demolition as of June 2019; site is slated for construction of the Catherine and Isiah Leggett Math and Science Building. For details, visit: montgomerycollege.edu/lpss-design

² Fenton Street will be closed for construction from 9:30 a.m. to 3:30 p.m., Monday through Friday, through December 2019. The sidewalk will remain open.