

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: Food Service Equipment
Preventative Maintenance and Repairs
RFP NUMBER: e422-002
RFP CLOSING DATE AND TIME: MAY 18, 2022, AT 3:00 PM.



ADDENDUM #1

Issued: May 11, 2022

PURPOSE OF ADDENDUM:

- To change RFP closing date throughout the RFP documents from May 13, 2022, to **May 18, 2022**.
- In Part 1.2 of Section 1 Request for Proposal: Change Board approval date from June 20, 2022 to **September 2022**.
- In Part 1.3 of Section 1 Request for Proposal: Change Germantown Campus contact from John Day to Anthony Berardino. Email: anthony.berardino@montgomerycollege.edu
- To change RFP validity duration throughout the RFP documents from 120 days to 150 days.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

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 Business Services
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO.: e422-002

FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS

All proposals MUST BE RECEIVED **electronically** by **3:00 PM** Eastern Daylight Time (EDT) on **May 13, 2022**.

Prices must remain firm for **120 days after proposal closing date, but prior to contract award**.

Proposal Bond Requirements: NONE.

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

Pre-Proposal Conference: YES. SEE SECTION 1.3 FOR DETAILS.

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

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

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

NOTE: Prospective Offerors that 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 any 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 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with Food Services Equipment Preventative Maintenance and Repairs in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offerors” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

1.2 Request for Proposal Schedule

It is the College’s intent to administer the RFP process for this project according to the schedule dates outlined below. The College reserves the right to alter schedule dates as may be determined necessary in the College’s best interests.

April 20, 2022 Issuance of RFP Documents

April 29, 2022 Pre-Proposal meeting

May 6, 2022 Last Requests for Information Due

May 13, 2022 RFP Submission (both Technical and Price Proposals) Due

June 20, 2022 Evaluation concludes and award recommendation to be approved by the College’s Board of Trustees

1.3 Pre-Proposal Conference and Site Examination

A virtual Pre-Proposal Conference via zoom will be held at **1:00 p.m. on April 29, 2022**. See Zoom meeting call-in details as below:

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/93999753081?pwd=Z1dUZ0haV09pakhneVo4SDJNNDVDUT09>

Meeting ID: 939 9975 3081

Passcode: 555133

One tap mobile

+13017158592,,93999753081#,,,,*555133# US (Washington DC)

+19292056099,,93999753081#,,,,*555133# US (New York)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 929 205 6099 US (New York)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 939 9975 3081

Passcode: 555133

Find your local number: <https://montgomerycollege.zoom.us/u/ajnJ8bHPJ>

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Site examinations will be provided **by appointment only**. Due to the ongoing COVID-19 pandemic and the College restrictions to access to the campuses, Contractors planned to attend the site visit to each College facility shall email following College representatives in advance, advising the number of people to attend the site visit. Contractors shall follow College protocols for visiting the campus available at <https://www.montgomerycollege.edu/coronavirus/health-and-safety/return-to-campus-guidelines.html>.

Persons coming on campus should assess their own health before arriving. A self-assessment checklist is available at <https://www.montgomerycollege.edu/coronavirus/covid-assessment-visitors.html>. The College Public Safety officer may ask for this information before allowing the Contractors to enter a building. Contractors can show the confirmation email as evidence of self-assessment.

Effective March 28, 2022 face masks will be optional for students, faculty, staff, contractors, vendors, and visitors inside College buildings and facilities, with the following important exception:

- Masks should be worn by anyone with symptoms of COVID-19, a positive test, or exposure to someone with COVID-19.

Although masks will become optional for many indoor spaces, including libraries, gymnasiums, performing arts centers, offices, workspaces, and meeting areas, some of us may be more comfortable continuing to wear a mask. In addition, employees may request that visitors to their own individual offices or workstations wear masks while visiting. We ask that community members cooperate respectfully with these requests.

As the College has pivoted before, note that, if COVID-19 cases begin to rise, we may need to take whatever action is necessary to keep our community safe, including restoring face mask requirements. Based on the CDC's new metrics, Montgomery County is currently in the low transmission range. Combined with the high rate of fully vaccinated faculty, staff, and students, this shift to optional mask wearing is made with confidence. It is our hope that these positive trends continue and support further relaxing of enhanced COVID-19 safety protocols.

We must all remain vigilant, including staying up to date with COVID-19 vaccines. The College strongly encourages everyone to be fully vaccinated and receive a vaccine booster. The vaccines and boosters are critically important for preventing serious illness and hospitalization. Also, the College continues to ask that everyone take the College's daily COVID-19 symptom [self-assessment](#). If you experience COVID-19 symptoms or have been exposed to someone who has COVID-19, you are encouraged to get tested at one of the [county's testing sites](#).

The College will continue to monitor current conditions and guidance from public health authorities. As health conditions evolve and change, the College may adjust protocols and directives accordingly

To schedule a site visit to each College campus/facility, please send a written request to:

Germantown Campus	John Day	email: john.day@montgomerycollege.edu
Rockville Campus	Richard White	email: richard.white@montgomerycollege.edu
TP/SS Campus	Carlos Castillo	email: carlos.castillo@montgomerycollege.edu

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1.4 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted **electronically**, no later than **3:00 p.m. on May 13, 2022** Eastern Daylight Time (EDT), to vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time. No facsimile transmissions or email transmissions to other email address will be accepted.** In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise. See Section 3 Proposal Submission for full detailed submission instructions and requirements.

1.5 Contact Information

Request for clarifications related to this solicitation shall be directed to Victoria Lees, Purchasing Agent via e-mail to victoria.lees@montgomerycollege.edu no later than **5:00 p.m., on May 6, 2022**. No questions will be accepted after this date. All relevant questions received by the noted deadline may be answered by issuance of an addendum.

The College will not be bound by oral explanations for scope of services or any language contained in this solicitation. The Offeror may not initiate contact with any other College representative about this solicitation.

1.6 Addenda

The College will issue an addendum or addenda, if necessary. Notification regarding addenda posted at the College Procurement website at www.montgomerycollege.edu/procure will be provided by e-mail, to all perspective Offerors who are known by the College to have received a complete set of solicitation documents by downloading the solicitation documents from the College's Procurement website and who have provided an accurate current e-mail address.

Only answers provided via an addendum issued by the Procurement Office will be binding. It is Offeror's sole responsibility to check the College Procurement website for all posted addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror's proposal. Failure to receive any issued addenda shall not relieve Offerors from any obligation or requirement listed in addenda.

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

1.7 Proposal Validity

Offerors must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.8 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment F, General Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

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1.9 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form provided in the RFP documents. The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offerors 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.

1.10 References

The Offeror must provide **three (3)** references, with whom Offeror has provided similar services within the past **three years**. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offerors ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

1.11 Subcontractors

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

1.12 Proposal Evaluation

Proposals submitted in response to this solicitation will include evaluation as follows:

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

1.12.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.

1.12.1.2 Offeror is financially stable.

1.12.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

1.12.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.

1.12.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

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1.13 Proposal Rejection

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

- 1.13.1 Failure to meet the mandatory specifications and requirements.
- 1.13.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.13.3 Failure to supply appropriate and favorable client references.
- 1.13.4 Submittal of an incomplete Price Proposal page.
- 1.13.5 Failure to sign the proposal.
- 1.13.6 Failure to return any addenda acknowledgements
- 1.13.7 Submittal of conditional, alternate or multiple proposals.
- 1.13.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.13.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.14 Required Submittal List

See Section 3 Proposal Submission.

1.15 Failure to Submit

Failure to provide any of the required submission items may deem a proposal non-responsive.

1.16 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

1.17 Contract Award

It is the College's intention to make the award in the best interest of the College to the **top two highest scored responsible and responsive Offerors**, who will function as Primary and Secondary contractors, who can meet or exceed the terms, conditions, and scope of work/services of this solicitation. Evaluation of Offeror's will be based on Offeror qualifications and experience, implementation plan, references and competitive pricing. The evaluation for award will be made based on 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. **The award is subject to approval by the College Board of Trustees at its meeting on June 20, 2022, in accordance with the College Procurement Policy and Procedures.**

1.18 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal accepted by the College, and the College purchase order, if applicable, will form the contract. Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.19 Contract Term

The initial term of this contract will be for **one year**, starting from **July 1, 2022 through June 30, 2023**. At the sole option of the College, the contract may be renewed **up to four (4) additional one-year terms**, provided

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service has been satisfactory, services are needed, funding is available, and renewals are in the best interest of the College.

1.20 Contract Price Adjustment

Contract prices shall remain fixed for first year of contract. Requests for price increases after first year of contract must be submitted in writing within 60 days prior to the expiration of year one contract term. The same will apply for all successive contract renewal periods, should the College elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. All contract price increase requests, along with supporting documentation 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 U.S. 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). The College will approve only one price adjustment for each contract term, if a price adjustment is approved. The College reserves the right for price adjustment downward.

1.21 Notification of Change in Personnel Assigned to Contract

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

1.22 Notification of Change in Financial Condition

Awarded contractor must notify Montgomery College of any change in company's financial condition that could negatively impact the level of services or products provided by contractor. Notification must be provided throughout life of contract, and within seven (7) business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

1.23 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Work 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 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.

1.24 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.

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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.

1.25 Certificate of Liability 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. e422-002**. Current certificates must be provided to the College throughout the contract term.

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1.26 Termination of Insurance

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

1.27 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.

1.28 Contract Deadlines and Failure to Deliver

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. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and 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.

1.29 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. Invoice shall be submitted by individual campus. Minimally, each invoice shall include the following:

- Purchase Order Number
- List of Equipment and Preventive Maintenance Activities performed
- Repairs cost (as applicable) to include hours, labor rate and materials
- Copy of service tickets

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.

1.30 Contract 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 for default.

1.31 Advertising

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

1.32 Ownership of Documents and Information

All files, disks, photographs, etc., which are prepared by the successful Contractor and form a part of its services, are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of this contract. The successful Contractor is responsible for the protection and/or

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replacement of any original documents in its possession. All original documents must be returned to the College upon completion of the contract. All editorial materials, including but not limited to original copy, artwork, disks, photographs, proofs, corrected proofs, or CDs, etc. are the property of the College and must be returned following the completion of the contract. Original artwork, photographs, and copy may not be altered by the Contractor without the written approval of the College. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

1.33 Offeror's Proprietary and Confidential Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Offerors must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary".

Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the Maryland Public Information Act. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offerer may still require public disclosure.

1.34 Confidentiality

The Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College. The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

1.35 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 Contractors.

1.36 Resilient MC

Montgomery College COVID policy is available at the College Resilient MC website at <https://www.montgomerycollege.edu/resilient-mc/index.html>. The Contractor will be expected to be familiar with the College policy for working on campus and complying with all College COVID policies and practices.

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SECTION 2 – BACKGROUND & SCOPE OF WORK

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 Office of Facilities focus on maintaining and improving the physical environment in terms of a safe, comfortable, and clean working and learning environment that will maximize student success.

The College is seeking up to two qualified contractors to provide food services equipment maintenance and repairs for the College facilities at Germantown (HS - Humanities and Social Sciences Building), Rockville (CC - Campus Center) and Takoma Park/Silver Spring (ST - Charlene R. Nunley Student Services Center) campuses as well as Central Services Building located off the campus in Rockville. It is the College's intention to establish a firm fixed unit price contract for the equipment listed in the solicitation.

2.2 Contractor's Qualification Requirements

Qualified contractor must meet the following minimum requirements:

- Offerors must be established Contractors, thoroughly experienced in providing the type of services and maintenance requested under this Request for Proposal, and shall be properly licensed and bonded in the State of Maryland at all levels necessary to perform work covered by the RFP.
- Ten (10) Years of Experience in Commercial Kitchen Equipment Maintenance
- Two (2) years of Experience working in College/Higher Education Environment
- Have at least five (5) certified trained technicians
- Technicians must have 5+ years certified experience

Offerors must complete the Contractor Qualification Form (Attachment C) and include it in the Technical Proposal Submission.

2.3 Scope of Work

The Contractor shall furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide as-needed preventive and routine maintenance, emergency service, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for the equipment described and listed in Appendix A. The Contractor shall provide complete range of maintenance services and solutions for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. The Contractor shall have an established system for fully documenting maintenance procedures performed, service calls received and answered, repairs scheduled and completed. The Contractor shall have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled with the ability to provide periodic written condition report covering each piece of equipment. The Contractor shall maintain, confirm and update a physical inventory of appliances listed in Appendix A at the beginning of each contract year.

Offeror is expected to provide to the College contract administrators a dedicated account representative and all contact information of appointed representative.

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Service associated with this contract shall include repairing any failure of any magnitude, using Original Equipment Manufacturer (OEM) procedures and guidelines, OEM parts, and OEM recommended oils, seals, gaskets, supplies, etc. to have a single, responsible bidder capable of providing the services described within this agreement. It is not intended that this Preventative Maintenance plus Repair Service be subcontracted out to another vendor.

2.4 Preventive Maintenance Defined

The Contractor shall diligently undertake, perform and complete all preventative maintenance including all material, labor, supervision, tools, supplies and all other expenses necessary to provide service, preventative maintenance, inspections, adjustments, testing and repairs as set forth herein.

Minimum guidelines are provided in this document. Preventative Maintenance shall be performed in accordance with manufacturer's recommendation. The "Preventative Maintenance Defined" section of this proposal is not all inclusive; offeror shall perform all preventative maintenance services as standard provide preventative maintenance services as dictated by manufacturer recommendation and current industry expectations. The terms of this specification are for preventive maintenance service only to equipment listed herein. Each visit shall be recorded and submitted to the college in a "Site visit" report i.e. signed work ticket.

2.5 Preventive Maintenance Program

Using the equipment list provided (Appendix A) offeror shall develop and submit an excel workbook, outlining and describing details of their proposed preventive maintenance (PM) program. Submission shall include at minimum, frequency of inspection and maintenance activities to be performed for each piece of equipment if and as recommended by the manufacturer. The purpose of the workbook is to submit all the needed and relevant information that will be used to evaluate each offeror's ability to fulfill the contract. Any information required to define/describe the offeror's proposed PM program shall be included in this workbook. If your company would like to include additional information that would be useful in the evaluation process, you may do so as separate, clearly labeled attachments.

2.6 Other Maintenance Responsibilities

As part of the preventive maintenance program, the Contractor shall also be responsible for the following:

- 2.6.1 Develop a schedule for the asset inventory and a method statement of procedure to be followed.
- 2.6.2 Conduct physical inventory of the three major kitchens at the college.
- 2.6.3 Provide the following maintenance service listed but not limited to these items as the physical inspections and condition analysis may indicate further action.
 - a. Test as needed
 - b. Adjust as needed
 - c. Lubricate as needed
 - d. Regulate flames
 - e. Inspect and clean all orifices
 - f. Adjust and clean pilot lights
 - g. Check temperatures
 - h. Adjust all door springs as needed
 - i. Check all gas lines for leaks

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- j. Clean all burners and adjust air shutters
- k. Operational checks
- l. Inspect steamer supply lines for condensation and residue
- m. Inspect and de-lime steamers
- n. Physical inspection of equipment utility supply
- o. Physical inspection of equipment exterior
- p. Physical inspection of internal components
- q. Perform any other service or maintenance action deemed necessary from inspection activity.

2.6.4 Develop checklist for servicing/maintaining all components.

2.6.5 Develop a preventative maintenance/operational guideline for operators to preserve kitchen facility component.

2.6.6 A matrix/scope of services in excel format populated with task time to allow elemental cost proposal review and tracking of progress and costs shall be provided.

Maintain a supply of appropriate small parts and materials that might be needed for emergency repairs. Such parts and materials shall be stored at the contractor's premises and be readily available for emergency repair response.

In addition, the Contractor shall assist the College in making all equipment inspection ready in the event of a scheduled health inspection.

Provide 24/7, 365 cell phone contact for reporting equipment service and repair needs.

2.7 Exclusions

The following items are not included in the routine monthly maintenance scope of work:

- 2.7.1 Equipment not included on the provided "equipment list in Appendix A" shall not be a part of the contract.
- 2.7.2 The Contractor will not be responsible for the cost of any alterations, modifications or additions of new equipment as may be required due to changes in the code after award of this contract.
- 2.7.3 Emergency response for repairs.

2.8 Additional Services Not Covered in the Maintenance Service

Contractor may be required to perform additional repairs and upgrades outside of preventative and routine maintenance as needed. Immediate after any scheduled maintenance inspection contractor shall report to the designated college representative the need for repair or replacement to a piece of equipment to maintain continued operations. The Contractor shall provide a price proposal to the campus facility point of contact in accordance with the contract rate specified in its price proposal. The proposal shall contain the following:

- Brief description of the work to be performed
- Number of labor hours and types of labor
- Cost estimate of material/parts/components
- Estimated completion date

Once the proposal is approved by the campus facility office, a purchase order will be issued by the College Office of Procurement to authorize the work, prior to the commencement of additional services. No work

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shall be performed without a written purchase order. No guarantee is made to the use of this service by the College. The College reserves the right to negotiate the price or obtain multiple quotes or competitive bids for any repair that is estimated to cost over \$10,000.

The successful bidder shall not subcontract any needed repair service. The covered equipment shall be returned to operational duty as quickly as good repair maintenance dictates. If so directed, around the clock service must be provided to return a failed piece of equipment to operating condition if it is of a critical nature.

The college representative shall determine “Critical Nature” of equipment. It is crucial to discuss this information with the designated college representative. or designee. Offeror shall be expected to respond to any request for repairs within **3 hours** of receipt of notification. The terms of this specification are for repair service only to equipment listed herein. Each visit shall be recorded and submitted to the college in a “Site visit” report, i.e. signed work ticket.

1. No payment for travel time to or from the job site shall be charged. Charges begin when the crew arrives at the job site and end when the crew leaves the job site.
2. The Contractor normally furnishes the required materials for additional work performed under the Contract. However, the College reserves the right to furnish any or all materials. Materials supplied by the Contractor shall be at the Contractor’s cost.
3. The Contractor shall not be liable for loss, damage, detention or delay resulting from causes beyond Contractor’s reasonable control including strikes, lockouts, fire, flood, theft, vandalism, improper use of equipment, or acts of god.
4. Service not included in the monthly, routine maintenance shall be billed separately at the agreed upon rates stated on the Proposal Page, and authorized by the appropriate Campus contact person prior to start of work.
5. Separate invoices must include a purchase order number and copy of the mechanic’s work ticket with a clear explanation of the work performed.

2.9 Service Calls

Service Calls during the Contractor’s Regular Working Hours, the Contractor shall respond to job site within a maximum of three (3) hours of any service call when any equipment is not operating or operating improperly.

Service Calls beyond the Contractor’s Regular Working Hours, the Contractor shall respond to a service call within next business day from the time request for Service is made by the Contract Administrator or his/her representative.

The Contractor shall advise the Contract Administrator or his/her representative immediately when the equipment is returned to service.

Service calls outside of regular scheduled preventive maintenance are chargeable to the college at the hourly rate provided in the RFP.

2.10 Emergency Calls

An emergency is defined as an unforeseen circumstance that calls for immediate action. The Contractor shall make available emergency service on a 24-hour, 7-day/week basis.

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The Contractor shall respond and arrive within one (1) hour of receiving an emergency call.

The Contractor shall furnish the College the name and phone number of the individual(s) to contact for emergency service.

This service requires a live telephone answering service with the capability of immediate contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

Emergency calls are chargeable to the College at the hourly rate provided in the RFP.

The records of emergency calls placed by each campus per month for the previous year may be available for inspection upon request.

2.11 Parts Requirements

Parts installed on the equipment, either as preventive maintenance replacements and/or repairs shall be new, free of defect, and shall not be of such age or so deteriorated as to impair their usefulness or safety.

All parts, other than those provided in the monthly service contract rate, will be furnished at the Contractor's actual cost, plus markup percentage as stated on the Price Proposal Page in this Request for Proposal.

The College reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor or its vendor.

2.12 Equipment Change

During the life of the contract, equipment may be taken off-line for modernization and brought back on-line when modernization has been completed. The College will advise the Contractor of any changes as the project dates become available. The Contractor is to pro-rate the monthly maintenance costs as these changes occur.

2.13 Review of Records

The Contractor must review current maintenance records and verify that all equipment are in compliance with current Federal, State and County codes. The Contractor must inform the College in writing of any non-compliance issues within 60 days of the award of contract. No allowances will be made to the Contractor at a later date for additional work or inspections required due to failure to advise the College within this period.

2.14 Equipment Maintenance and Service Call Log

The Contractor shall fill out "Equipment Maintenance and Service Call Log" during each maintenance and service visit. Forms shall be provided by the College, and will be formed as a part of contract documents. The Contractor is also required to provide service/work tickets to the appropriate Campus Facilities Office contact person after each visit. Any missing maintenance and services log information and/or service tickets may be interpreted as no evidence of such service, and may lead to no payment by the College. The Contractor will provide a "Survey and Report Conditions (Conditions Report)", in writing, biannually, on the form provided in this Request for Proposal. This report must be completed by Contractor supervisory/management personnel and submitted to the respective Campus Facilities contact person.

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2.15 College Inspection

The College may, at its sole discretion, request an independent inspection of the performance of this contract to verify that all work is being executed in conformance with the specifications in this Request for Proposal. The results will be provided to the Contractor. Any discrepancies identified and covered under the terms of the Contract shall be corrected by the Contractor within ten (10) working days. The Contractor will provide the Contract Administrator a written explanation for each discrepancy and corrective action taken within fifteen (15) days.

Further, the Contractor shall provide the Contract Administrator an inspection and maintenance plan to prevent future occurrences as identified in above inspection.

Within two (2) months prior to the completion of the contract, the Contract Administrator(s) or his/her representative may make a thorough inspection of all equipment covered under the Contract. The Contractor shall correct all defects found within (15) calendar days. The Contractor shall notify the Contract Administrator(s) in writing that the deficiencies have been corrected and re-inspection can be made.

2.16 Codes

All work shall be performed in strict compliance to all current applicable Federal, State, and County codes.

2.17 College Contact

Within seven (7) calendar days after the initial contract award and each subsequent contract renewal period, the Contractor shall propose an annual equipment maintenance schedule to the following College contract administrators for approval. At each maintenance visit during regular business hours (Monday – Friday, 7:30 am – 4:00 pm), Contractor must notify the contract administrators upon arrive and before departure of the campus facility by phone. The Contract may be required to review the work with the contract administrator(s) for the services performed during that visit. For services outside of regular business hours, the Contractor must check in with the appropriate Campus Security Office:

Central Services Building

9221 Corporate Blvd

Rockville, MD 20850

College Contact:

William K. Tolliver

Phone: (240) 567-9167

Contact Rockville Public Safety Office at 240-567-5111 for emergency access to the building.

Campus Facilities Office Locations:

Germantown Campus

Goldenrod Building (GB), Suite 113

20271 Goldenrod Lane, Room 282

Germantown, MD 20876

College Contact: Mr. John Day

240-567-7888

Campus/Facility Security Office Locations:

Germantown Campus

Student Affairs and Science (SA)

20200 Observation Drive

Germantown, MD 20876

240-567-7777

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Rockville Campus

Science Center (SC), Room 102
51 Mannakee Street
Rockville, MD 20850
College Contact: Mr. Richard White
240-567-7348

Rockville Campus

Long Nguyen and Kimmy Duong Services Center (SV)
51 Mannakee Street
Rockville, MD 20850
240-567-5111

Takoma Park/Silver Spring Campus

Pavilion 2 (P2) Building, Room 120B
7600 Takoma Ave
Takoma Park, MD 20912
College Contact: Carlos Castillo
240-567-1568

Takoma Park/Silver Spring Campus

Student Services Building (ST) Avenue
Room 117 7625 Fenton Street
Takoma Park, MD 20912
240-567-1600

2.8 Hours of Performance

The official operating hours of the College are 8:30 am through 5:00 pm, Monday through Friday. Routine service calls will be placed by the College during official working hours whenever possible; however emergency calls will be placed as necessary. Calls will be placed by the Facilities Office contact person, their representative, or the Facilities Service Desk.

All work included herein shall be performed during the Campus Facility Office regular working hours, 7:30 am – 4:00 pm. Offerors must indicate clearly in its Proposal if his/her regular working hours are different. The College will not be responsible for any overtime payment if any Offeror fails to do so.

All work performed outside the scope of the monthly preventive and routine maintenance must be assigned by the College Contract Administrator and authorized by the College by a written Purchase Order prior to start

of work, and will be billed at the applicable rate(s) stated in the Price Proposal. Overtime must be authorized by the College Contract Administrator prior to start of work.

2.9 Employee Identification

Contractor's employees shall have visible company identification on their person at all times while on College property.

2.10 Documents, Materials and Data

All documents, materials and data developed as a result of this Contract are the College's property. The College has the right to use and reproduce any documents, materials, and data, including confidential information if any, used in the performance of, or developed as a result of this Contract. The Contractor warrants that it has the title to or right of use of all documents, materials or data used or developed in connection with this Contract. The Contractor shall keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the Contractor.

2.11 Protection of Existing Facilities

The Contractor shall take all necessary precautions during the period of service to protect the College's existing facilities from damage by his/her employees or subcontractor, and shall repair or replace at his/her own expense any damaged property caused by his/her employees or subcontractor.

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2.12 Materials Storage and Clean Up

Any Facilities furnishings required for the storage and protection of materials and/or equipment at the College shall be provided by the Contractor at his or her expense, and any materials and/or equipment left at the job site shall be at the risk of the Contractor. At the request of the Contractor, the College will designate areas where storage of materials and/or equipment will be authorized and no materials and/or equipment shall be stored at the job site in areas other than those designated. No materials or equipment will be allowed to accumulate at the job site in a manner that might create a fire or safety hazard.

2.13 Stored Equipment

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. The Contractor shall provide the College with evidence of such insurance.

2.14 Warranty Guarantee

The Contractor warrants and guarantees that all materials, parts and components to be furnished under this proposal are free from defects in workmanship and materials. The Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at its own expense and at no expense to the College any or all labor, transportation, part or parts of the equipment or materials to be furnished under this

Proposal which are or become defective due to such defects within twelve (12) month after date of receipt by the College within ten (10) business days after receipt of notification of such defects.

2.15 Defective Material

The successful Contractor shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Contractor within seven (7) calendar days.

2.16 Post Award Kickoff Meeting

The Contractor shall be required to attend a post-award kickoff meeting with the College to go over the contract requirements, maintenance visit scheduling, invoicing and others associated with the Contract.

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Kitchen Equipment List – Germantown Campus

DESCRIPTION	SIZE	MAKE/MANUFACTURER	QTY
SANDWICH UNIT		DELFIELD # D4448N-18M; new compressor 11/2021	1
OPEN AIR MERCHANDISER	48"x34"x79"H	TURBO AIR # TOM-48DXB-N WITH SECURITY COVER OPTION	1
OPEN AIR MERCHANDISER	36"x34"x79"H	TURBO AIR # TOM-36DXB-N WITH SECURITY COVER OPTION	1
PIZZA CONVEYOR	48"x35"x17"H	TURBO CHEF # HCT-4215-1 (SINGLE BELT)	1
FLUSH MOUNTED HEATED SHELF	48"X27"X2"H	VOLLRATH # FC-4HS-48120-BKF	1
REFRIGERATED COLD PANS	58"X25"	WELL # RCP-400 (4 WELLS)	1
SINGLE BURNER COOKTOP	12"x13"x3"H	COOKTEK # MC1800 – 600601 - Countertop	1
UNDER COUNTER REFRIGERATOR	27"x30"x34"H	ATOSUSA # MGF8401GR(L)	1
HOT WELL	44"x24"x10"H	WELLS # MOD300D	1
OVEN	27"X28"X23"H	TURBO CHEF # HHD-9500-14-DL	1
HOT HOLD SHELF		HATCO # GR2SDS-48D	1
Meat Slicer Counter top			1
Walk in Freezer			1
MICROWAVE	22"x20"x14"H	AMANA # RCS10MPA	2
DEEP FRYER	16"x27"x34"H	DEAN # SR114E	2
CHEF BASE REFRIGERATOR	48"X32"X25"H	TURBO AIR # TCBE-48SDR-N	1
GRIDDLE		VULCAN # RRE48E	1
EXISTING WALK-IN COOLER	8'-10'	Vollarth; NEW Evaporator/condenser - 10/28/2021	1
EXISTING WALK-IN FREEZER	8'X6'-6"	Vollarth; NEW Evaporator/condenser - 10/29/2021	1
EXISTING COUNTER TOP STEAMER		VULCAN # C24EA3 (REPLACE Gasket 2/25/2022)	1
EXISTING SOUP KETTLE		GROCEN (No name plate)	1
EXISTING 24" RANGE	24"X34"x38"H	VULCAN (No name plate)	1
EXISTING SKILLET		MARKET # 40P	1
EXISTING STACK OVEN		MOFFAT # E32T5	2
EXISTING ICE MAKER		MANITOWOC # S 570	1
EXISTING MEAT SLICER	APPLIANCE	HOBART # HS7	1
EXISTING BREWER	32"X16"X29"H	CURTUS # RU-300-12	1
EXISTING COLD STORAGE	30"X34"X78"H	TRAULSEN - Refrigerated	1

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Kitchen Equipment List – Rockville Campus

DESCRIPTION	SIZE	MAKE/MANUFACTURER	QTY
Ice Maker		Follett/Hoshizaki Model:KM-1300MRF	1
Tea Brewer		Bunn Model: H5E	1
Deep Fryer Under 48" with 54" Hood		Frymaster Model: FMJ250	1
Hot Hold Warmer Unit		Wells Model: MOO200TDM	1
Dish Washer	66"x 32"	Stero Model: SCT-66S	1
Stacked Oven		Vulcan Model:VC4GD-11D150K	4
Steamer with Stand		Cleveland Model: 21CGA5	1
Range/oven	36"x 30"	TurboChef Model: HHD	1
Walk in Cooler with Wire Shelf		Bally Refrigerated box	1
Walk in Freezer with Wire Shelf		Bally Refrigerated box	1
Merchandiser with Back Refill		Federal industries Model: RSSM878R-5	1
Beverage Pre-Cool	102"x40"	Arneg Model: Berlino 2500	1
Refrigerated Sushi Counter		Wells Model: MOO300TDM	1
Refrigerated top Sandwich set		Unknown	1
Hot Hold Unit		Bevles Model: CS82-CH8	1
Steam Table with Stand		CANNOT READ LABEL DAMAGED	1
Refrigerated Drawer equipment stand	11'x 54"	Continental unit below the grill (no Tag)	1
Steam Table with Stand		m#m4ph-a035-1AA-024	1
Deep Fryer		Pitco Frialator Model: MEA 255-83E	2
Refrigerated Drawer equipment stand	32"x 24"	Delfield Refrigerator unit (no visible tag)	1
Stack Pizza Oven	42"x 36"	Lincoln Model: 1116-000-U-KF006	1
Sandwich Unit	48"x 30"	Turbo Air M#mst-48n	1
Refrigerated Unit	36"x 36"	DL1R1	1
Sandwich Unit	64"x 34"	Delfield mst-48-n	1
Refrigerated Counter Top Unit	12'x 36"	Delfield Model: N8643P	1
Pizza holding unit Counter Top		Hatco Glo-ray Model: GRSBF-48-S	1
Dishwasher		Jackson Located at CT building	1
Ice Maker		Hoshizaki Located at CT building	1
Refrigerator double door		True Located at CT building	1
Coffee Maker		Curtis-Thermos Pro Located at CT building	2
Food Warmer		Alto-Sham Located at CT building	1
Food Warmer		FEW Located at CT building	1

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Kitchen Equipment List – Takoma Park/Silver Spring Campus

Description	Size	Manufacturer/Model	Qty
Hot Hold Unit Open Front	34"x 34"	Hatco / GR2SDS	1
Hot Hold Unit Single Door	34"x 34"	Traulsen / No tag info	1
Meat Slicer		Hobart / 2712	1
Freezer Condenser (Outdoor unit)		Trenton / TEZA030L8-HT3D-F	1
Freezer Evaporator (Indoor Unit)		Trenton / TPLP211LES2DR2	1
Walk in cooler Condenser (outdoor Unit)		HEATCRAFT [CHILLCRAFT] /MOS008H23CF	1
Walk in Cooler Freezer (Indoor Unit)		HEATCRAFT [CHILLCRAFT] / ADT070AMC2K	1
Walk in cooler Condenser (outdoor Unit)		TRENTON / TEZA008H8- HT3D - B	1
Walk in Cooler Freezer (Indoor Unit)		TRENTON / TPLP209MA1DR2	1
Dish Washer	66" x 42"	HOBART / NO TAG FOUND	1
Range/Griddle - Electric	46"x 39"	KEATING [MIRCLEAN] / 42X3DLRD	1
Deep Fryer	32"x 30"	FRYMASTER / FMPH150 - 2SC	1
Stack Oven - Little one behind counter	38"x 40"	TURBO CHEF / NO TAG FOR MODEL - SERIAL #HHDD00942	1
Steamer	24"x 34"	ENODIS CLEVELAND / 24CGA10	1
Bottle Cooler	52"x 30"	QBD COOLING SYSTEM / CD26 - HC	2
Refrigerated Salad Bar Station		DELFIELD / N8143B	1
Beverage Counter		LANCER / 4500	1
Food Warmer Counter Top		DELFIELD / 160S60	1
Bottle Cooler	24"x30"	IMBERA BEYOND / VRD43 CO2	1
Refrigerated Ingredient Well		DELFIELD / NO TAG FOUND	1
Food Warming Well with heat Lamp		HATCO / NO TAG FOUND	1
Soup Well		DELFIELD / 16839	2
Heating Well	60"x 26"	DELFIELD / 160561.5	1
Heating Well	54"x 26"	SIMULAR TO ABOVE UNIT, DAMAGED TAG	1
Flat Top Pizza Warming	48"x 18"	HATCO / NO TAG FOUND	1
Bottle Cooler Counter top		WELLS / RCP - 450	1
2 Draw top bottom Refrigerator	30"x 32"	TRAULSEN / No tag info FOUND	4
Open Merchandise Refrigerator	60"x 32"	Refcon/SWINBS048-#73	1
Deep Fryer with hood		FRYMASTER / FMPH150 - 2SC	1
Pizza Oven		LINCOLN IMPINGER / TAGS WIPED NOT READABLE	1
Coffee Maker		CURTIS / D500GT62A000	1
Ice Maker	45" x 34"	Hoshizaki / KM-900MAH	1
STACK OVEN - BIG ONE BACK IN KITCHEN		GARLAND / NO TAG WITH MODEL #	1
LITTLE HEATING/HOT CABINET		CARTER HOFFMANN / NO TAG	1
WET OR DRY WARMER		STAR 500 / NO TAG INFO	1
GAS RANGE WITH OVEN - IN KITCHEN		GARLAND / NO TAG INFO	1

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Kitchen Equipment List – Takoma Park/Silver Spring Campus (continued)

Description	Size	Manufacturer/Model	Qty
Tilt Skillet - Kitchen		Cleveland/SGL - 40 - 11	1
Small refrigerator out front near window		True Manufacturing/TWT - 27 - HC	1
CREAMER COOLER/DISPENSER		Prince Castile Silver King/ SKNES2B	1
small - COLD WELL - next to Griddle		Delfield/N8118B	1
Refrigerator		Spartan Located in CU Building	1
Refrigerator		Hoshizaki Located in CU Building	1
Refrigerator		General Electric Located in CU Building	1
Ice Maker		Manitowoc Located in CU Building	1
Ice Maker		General Electric Located in CU Building	1
Coffee Maker		Coffee Pro Located in CU Building	1
Bottled Beverage Cooler - Large		QBD Cooling Systems	1
Bottled Beverage Cooler - Small		QBD Cooling Systems	1
Refrigerated Shelving (open) – Grab -N-go		Federal Industries	1
Refrigerated Shelving glass door		Beverage Air	1
Refrigerated Shelving metal door		Beverage Air	1
Freezer Shelving metal door		Beverage Air	1
Ice Maker		Scotsman	1
Cappuccino machine		Schaefer	1
Coffee maker		Bunn	1
Pizza oven - small		Wisco Industries	1
Hot Dog roll grill		Nemco	1
Oven/Broiler – small, electric		Anvil	1
Warming rack – small glass case		Wisco Industries	1
Microwave - large		Amana	1
Microwave - small		Panasonic	1
Blender/Food Processor		Vita-Mic	1
Toaster – 4-slice		Black & Decker	1

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FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS
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SECTION 3 – PROPOSAL SUBMISSION

3.1 Electronic Proposal Submission

The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions.

All Offerors' proposals must be submitted electronically, to vendor.proposals@montgomerycollege.edu via one email, in two separate PDF file attachments, by 3:00 p.m. Eastern Daylight Time (EDT), on **May 13, 2022**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to RFP No. e422-002, Food Service Equipment Preventative Maintenance and Repairs".

Any proposals received at the above email address after the EST submittal deadline will be automatically rejected. **It is Offeror's sole responsibility to ensure the complete electronic submission is securely delivered and received by the College Procurement Office.**

In addition to the electronic bid proposal submission, one original hardcopy of the completed bid response must be mailed/delivered to the address below and identified as such. Please mark the name of the Bidder, Bid number, title, closing date and time outside of bid package. Hard copy bid response must be received by the College, within five (5) business days of above-referenced electronic submittal deadline date.

Montgomery College
Central Receiving Office
Attn: Procurement
7602 Standish Place
Derwood, Maryland 20855

The College Central Receiving Office is currently operating from 9:30 a.m. to 2:30 p.m., Monday through Friday, except for College holidays. A copy of College academic calendar is available at: <https://www.montgomerycollege.edu/academics/academic-calendar.html>). Contact: James Fowlkes, Central Receiving Supervisor. Cell Phone: (240) 620-2640.

Proposals shall be certified, signed, and dated by a bona-fide agent of the Offeror, and include minority classification, if applicable.

Failure to include all required submittals may render the Proposal non-responsive. The College will reject any offer without an authorized signature.

To be considered, all responses must be submitted in the manner set forth in this RFP. All proposals received shall become the property of the College. In submitting a response to this RFP, an Offeror shall be deemed to have agreed to all terms and conditions.

In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

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SECTION 3 – PROPOSAL SUBMISSION - continued

3.2 Required Proposal Submittals

3.2.1 A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

3.2.2 Technical Proposal

This section must contain a detailed description of the services offered by the Offeror in response to this RFP. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's experience and capabilities.

Technical Proposal must include the following items and organized in the following manner:

a. Transmittal Letter

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization and the contact person responsible for the project. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. An individual authorized to represent the Offeror for this RFP must sign the letter.

b. Technical Proposal Form, Section 5

c. Contractor Information Form, Attachment B

d. Contractor's Qualification Form, Attachment C

e. Preventive Maintenance Program – Excel workbook detailing program

f. References, Attachment A

g. Subcontractor List, if applicable

h. Conflict of Interest Form, Attachment E.

i. Acknowledgement of receipt of Addenda, if applicable.

j. Any Exceptions/Deviations to the RFP documents, if applicable.

k. Mid-Atlantic Purchasing Team Rider Clause, (Attachment G; Optional)

l. Company COVID-19 Vaccination Affirmation Form (Attachment I)

j. Company Employee Vaccination Affirmation Form (Attachment J)

3.2.3 Price Proposal Form

Offerors must use the Price Proposal Form provided in Section 6 for submission. The price(s) offered on the Price Proposal must include all charges and costs including travel incurred in the delivery of this procurement. The Price Proposal must be completed in full, signed, and dated. **Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.**

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SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD

4.1 Evaluation Process

The evaluation process is comprised of Technical Proposal and Price Proposal Evaluation.

Technical Proposals will be opened first, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements. Those proposals which do not clearly respond to the technical proposal submission requirements may be rejected at the sole discretion of the College. Those technical proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College.

Upon completion of the Technical Proposal evaluation, Price Proposals from only those Offerors deemed qualified, will then be opened and reviewed for responsiveness and completeness. Price Proposals from those Offerors deemed not qualified by the College after the review of the Technical Proposals will not be opened.

The Offeror's Price Proposal with the lowest aggregate of annual preventive maintenance service fees will be awarded the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal.

The Price Proposal score will be added to the Technical Proposal score for a combined total evaluation score. The Offeror achieving the highest combined score will be recommended for contract award.

4.2 Evaluation Criteria

All complete and responsive proposals will be scored based on the following criteria and weighting.

4.2.1 Technical Proposal (60% of total maximum score)

- Qualification, experience and technical competence of the firm (30%)
- Qualification, experience and technical competence of the proposed technician(s) to perform the services (20%)
- Proposed Preventive Maintenance Program (10%)

4.2.2 Price Proposal (40% of total maximum score)

The Offeror's Price Proposal with the lowest total annual maintenance price for all campuses will be awarded the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal. The College reserve the right to negotiate the pricing with the highest scored firms if it is in the best interest of the College.

4.2.3 Total Evaluated Score

The technical score and the price score will be combined for a total evaluated score.

4.3 Award

Recommendation of contract award will be made in consideration of Technical Proposal and Price Proposal and the substantiated ability of the apparent top two highest overall scored, responsive and responsible Offerors meeting or exceeding all RFP terms, conditions, and specifications. The award recommendation will be subject to the College Board of Trustee's approval.

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SECTION 5 – TECHNICAL PROPOSAL FORM

To: Montgomery College

Re: RFP No.: e422-002
FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS

Attn.: Procurement Office
Montgomery College
9221 Corporate Boulevard
Rockville, Maryland 20850

From: _____
(Provide Your Company's Name)

PART 1 - All proposals must be submitted electronically. Contractor must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include “Offeror Response to RFP No. e422-002: Food Services Equipment Preventative Maintenance and Repairs”. Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

In addition to the electronic submission, one original hard copy of Technical Proposal and Price Proposal shall be submitted and delivered to: Montgomery College Central Receiving Office, Attn.: Office of Procurement, 7602 Standish Place, Derwood, Maryland 20855. See detailed submittal requirements in Section 3.

PART 2 - PROPOSAL SUBMITTAL ATTACHMENTS

Technical Proposal Form and all Attachments include:

- (1) Technical Proposal Form (Use Form provided in Section 5)
- (2) Contractor Information Form (Use Form provided in Attachment B)
- (3) Contractor's Qualification Statement (Use Form Provided in Attachment C)
- (4) Description of Proposed Preventive Maintenance Program
- (5) Subcontractor list, if applicable
- (6) Conflict of Interest Form (Use Form Provided in Attachment E)
- (7) Acknowledgement of Receipt of Addenda, if applicable
- (8) Any exceptions/deviations to the RFP requirements, if applicable
- (9) Mid-Atlantic Purchasing Team Rider Clause (Attachment G; Optional)
- (10) Company COVID-19 Vaccination Affirmation Form (Attachment I)
- (11) Company Employee Vaccination Affirmation Form (Attachment J)

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SECTION 5 – TECHNICAL PROPOSAL FORM - continued

PART 3 - Contractor acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

PART 4 - The Contractor proposes to provide all of the necessary labor, materials, equipment and insurance for commercial food service equipment maintenance and repairs and associated work as indicated in the contract document as specified in the Request for Proposal documents. The work to be performed by the Contractor shall include all items accepted by the College as part of the Contractor’s submittal. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contract. All work shall be done in accordance with the accompanying scope of work/services for the amount listed on the Price Proposal Form, if any, as applicable in accordance with the terms of the RFP documents.

PART 5 - The undersigned agrees that if they are selected as the Contractor, they will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the College, execute a Contract in accordance with the terms of the Request for Proposals and the Proposal Documents.

PART 6 - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

PART 7 - SIGNATURES:

_____ (Date)

_____ (Company Name)

_____ (Address)

_____ (Telephone Number)

_____ (Facsimile Number)

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SECTION 5 – TECHNICAL PROPOSAL FORM - continued

By:
SEAL IF A CORPORATION

Authorized Agent & Title (Print)

Signature

(F.E.I.N.)

(Maryland Contractor License Number)

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SECTION 6 – PRICE PROPOSAL FORM

6.1 Germantown Campus

Descriptions	Manufacturer and Model #	Qty	(A) Monthly PM Price (\$)	(B) Quarterly PM Price (\$)	(C) PM Every Six Months Price (\$)
Sandwich Unit	Delfield # D4448N-18M; new compressor 11/2021	1			
Open Air Merchandiser, 48"x34"x79"H	Turbo Air # TOM-48DXB-N with security cover option	1			
Open Air Merchandiser. 36"x34"x79"H	Turbo Air# TOM-36DXB-N with security cover option	1			
Pizza Conveyor, 48"x35"x17"H	Turbo Chef # HCT-4215-1 (SINGLE BELT)	1			
Flush Mounted Heated Shelf, 48"x27"x2"H	Vollrath # FC-4HS-48120-BKF	1			
Refrigerated Cold Pans, 58"x25"	Well # RCP-400 (4 Wells)	1			
Single Burner Cooptop, 12"x13"x3"H	Cooktek # MC1800 – 600601 - Countertop	1			
Under Counter Refrigerator, 27"x30"x34"H	Atosusa # MGF8401GR(L)	1			
Hot Well, 44"x24"x10"H	Wells # MOD300D	1			
Oven, 27"x28"x23"H	Turbo Chef # HHD-9500-14-DL	1			
Hot Hold Shelf	Hatco# GR2SDS-48D	1			
Meat Slicer Counter top		1			
Walk in Freezer		1			
Microwave, 22"x20"x14"H	Amana # RCS10MPA	2			
Deep Fryer, 16"x27"x34"H	Dean # SR114E	2			
Chef Base Refrigerator, 48"x32"x25"H	Turbo Air # TCBE-48SDR-N	1			
Griddle	Vulcan # RRE48E	1			
Existing Walk-in Cooler, 8'-10'	Vollarth; New Evaporator/condenser - 10/28/2021	1			
Existing Walk-in Freezer, 8'x6'-6"	Vollarth; New Evaporator/condenser - 10/29/2021	1			
Existing Countertop Steamer	Vulcan # C24EA3 (Replace Gasket 2/25/2022)	1			
Existing Soup Kettle	Grocen (No name plate)	1			
Existing 24" Range, 24"x34"x38"H	Vulcan (No name plate)	1			
Existing Skillet	Market # 40P	1			
Existing Stack Oven	Moffat # E32T5	2			
Existing Ice Maker	Manitowoc# S 570	1			
Existing Meat Slicer, Appliance	Hobart # HS7	1			
Existing Brewer, 32"x16"x29"H	Curtus # RU-300-12	1			
Existing Cold Storage, 30"x34"x78"H	Traulsen - Refrigerated	1			
Sum					

Germantown Annual Total Maintenance Price =Sum of (A)x12 months + Sum of (B)x4 + Sum of (C) x2=\$_____

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SECTION 6 – PRICE PROPOSAL FORM - continued

6.2 Rockville Campus

Description	Manufacturer and Model #	Qty	(A) Monthly PM Price (\$)	(B) Quarterly PM Price (\$)	(C) PM Every Six Months Price (\$)
Ice Maker	Follett/Hoshizaki. Model:KM-1300MRF	1			
Tea Brewer	Bunn. Model: H5E	1			
Deep Fryer Under 48"54" Hood	Frymaster. Model: FMJ250	1			
Hot Hold Warmer Unit	Wells. Model: MOO200TDM	1			
Dish Washer, 66"x32"	Stero. Model: SCT-66S	1			
Stacked Oven	Vulcan. Model:VC4GD-11D150K	4			
Steamer with Stand	Cleveland. Model: 21CGA5	1			
Range/oven, 36"x 30"	TurboChef. Model: HHD	1			
Walk in Cooler with Wire Shelf	Bally Refrigerated box	1			
Walk in Freezer with Wire Shelf	Bally Refrigerated box	1			
Merchandiser with Back Refill	Federal industries. Model: RSSM878R-5	1			
Beverage Pre Cool, 102"x40"	Arneg. Model: Berlino 2500	1			
Refrigerated Sushi Counter	Wells. Model: MOO300TDM	1			
Refrigerated top Sandwich set	Unknown	1			
Hot Hold Unit	Bevles. Model: CS82-CH8	1			
Steam Table with Stand	Cannot read label damaged	1			
Refrigerated Drawer equipment stand, 11'x 54"	Continental unit below the grill (no Tag)	1			
Steam Table with Stand	m#m4ph-a035-1AA-024	1			
Deep Fryer	Pitco Frialator. Model: MEA 255-83E	2			
Refrigerated Drawer equipment stand, 32"x 24"	Delfield Refrigerator unit (no visible tag)	1			
Stack Pizza Oven, 42"x 36"	Lincoln. Model: 1116-000-U-KF006	1			
Sandwich Unit, 48"x 30"	Turbo Air M#mst-48n	1			
Refrigerated Unit, 36"x 36"	DL1R1	1			
Sandwich Unit, 64"x 34"	Delfield mst-48-n	1			
Refrigerated Counter Top Unit, 12'x 7"x36"	Delfield. Model: N8643P	1			
Pizza holding unit Counter Top	Hatco Glo-ray. Model: GRSBF-48-S	1			
Dish Washer	Jackson	1			
Ice Maker	Hoshizaki	1			
Refrigerator double door	True	1			
Coffee Maker	Curtis-Thermo Pro	2			
Food Warmer	Alto-Sham	1			
Food Warmer	Few	1			
Sum					

Rockville Annual Total Maintenance Price =Sum of (A) x 12 months + Sum of (B) x 4 + Sum of (C) x2 =\$_____

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SECTION 6 – PRICE PROPOSAL FORM - continued

6.3 Takoma Park/Silver Spring Campus (TP/SS)

Description	Manufacturer and Model #	Qty	(A) Monthly PM Price (\$)	(B) Quarterly PM Price (\$)	(C) PM Every Six Months Price (\$)
Hot Hold Unit Open Front, 34"x 34"	Hatco / GR2SDS	1			
Hot Hold Unit Single Door, 34"x 34"	Traulsen / No tag info	1			
Meat Slicer	Hobart / 2712	1			
Freezer Condenser (Outdoor unit)	Trenton / TEZA030L8-HT3D-F	1			
Freezer Evaporator (Indoor Unit)	Trenton / TPLP211LES2DR2	1			
Walk in cooler Condenser (outdoor Unit)	Heatcraft (Chillcraft)/ MOS008H23CF	1			
Walk in Cooler Freezer (Indoor Unit)	Heatcraft (Chillcraft)/ ADT070AMC2K	1			
Walk in cooler Condenser (outdoor Unit)	Trenton/TEZA008H8- HT3D - B	1			
Walk in Cooler Freezer (Indoor Unit)	Trenton/TPLP209MA1DR2	1			
Dish Washer, 66" x 42"	Hobart/No Tag Found	1			
Range/Griddle – Electric, 46"x 39"	Keating (MIRCLEAN] / 42X3DLRD	1			
Deep Fryer, 32"x 30"	Frymaster/FMPH150 - 2SC	1			
Stack Oven - Little one behind counter, 38"x 40"	Turbo Chef/No Tag For Model - Serial #HHDD00942	1			
Steamer, 24"x 34"	Enddis Cleveland/24CGA10	1			
Bottle Cooler, 52"x 30"	QBD Cooling System/CD26 - HC	2			
Refrigerated Salad Bar Station	Delfield/N8143B	1			
Beverage Counter	Lancer/4500	1			
Food Warmer Counter Top	DElfield /160S60	1			
Bottle Cooler, 24"x30"	IMBERA BEYOND / VRD43 CO2	1			
Refrigerated Ingredient Well	Delfield/No Tag Found	1			
Food Warming Well with heat Lamp	Hatco/No Tag Found	1			
Soup Well	Delfield /16839	2			
Heating Well, 60"x 26"	Delfield/160561.5	1			
Heating Well, 54"x 26"	Similar to Above Unit, Damaged Tag	1			
Flat Top Pizza Warming, 48"x 18"	Hatco /No Tag Found	1			
Bottle Cooler Counter top	Wells RCP - 450	1			
2 Draw top bottom Refrigerator, 30"x 32"	TRAULSEN / No tag info Found	4			
Open Merchandise Refrigerator, 60"x 32"	Refcon/SWINBS048-#73	1			
Deep Fryer with hood	Frymaster/FMPH150 - 2SC	1			
Pizza Oven	Lincoln Impinger/Tag Wiped Not Readable	1			
Coffee Maker	Curtis/D500GT62A000	1			
Ice Maker, 45" x 34"	Hoshizaki / KM-900MAH	1			
Stack Oven – Big Oven Back in Kitchen	Garland/No Tag with Model#	1			
Little Heating/Hot Cabinet	Carter Hoffmann/No Tag	1			

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SECTION 6 – PRICE PROPOSAL FORM - continued

6.3 Takoma Park/Silver Spring Campus (TP/SS) (continued)

Description	Manufacturer and Model #	Qty	(A) Monthly PM Price (\$)	(B) Quarterly PM Price (\$)	(C) PM Every Six Months Price (\$)
Wet or Dry Warmer	Star 500/No Tag Info	1			
Gas Range With Oven – In Kitchen	Garland/No Tag Info	1			
Tilt Skillet - Kitchen	Cleveland/SGL - 40 - 11	1			
Small refrigerator out front near window	True Manufacturing / TWT-27- HC	1			
Creamer Cooler/Dispenser	Prince Castle Silver King/SKNES2B	1			
small - Coldwell - next to Griddle	Delfield/N8118B	1			
Refrigerator	Spartan. Located in CU Building	1			
Refrigerator	Hoshizaki. Located in CU Building	1			
Refrigerator	General Electric. Located in CU Building	1			
Ice Maker	Manitowoc. Located in CU Building	1			
Ice Maker	General Electric. Located in CU Building	1			
Coffee Maker	Coffee Pro. Located in CU Building	1			
Bottled Beverage Cooler - Large	QBD Cooling Systems	1			
Bottled Beverage Cooler - Small	QBD Cooling Systems	1			
Refrigerated Shelving (open)–Grab-N-go	Federal Industries	1			
Refrigerated Shelving glass door	Beverage Air	1			
Refrigerated Shelving metal door	Beverage Air	1			
Freezer Shelving metal door	Beverage Air	1			
Ice Maker	Scotsman	1			
Cappuccino machine	Schaefer	1			
Coffee maker	Bunn	1			
Pizza oven - small	Wisco Industries	1			
Hot Dog roll grill	Nemco	1			
Oven/Broiler – small, electric	Anvil	1			
Warming rack – small glass case	Wisco Industries	1			
Microwave - large	Amana	1			
Microwave - small	Panasonic	1			
Blender/Food Processor	Vita-Mic	1			
Toaster – 4-slice	Black & Decker	1			
Sum					

TP/SS Annual Total Maintenance Price =Sum of (A) x 12 months + Sum of (B) x 4 + Sum of (C) x2 =\$_____

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SECTION 6 – PRICE PROPOSAL FORM - continued

- 6.4 Total Annual Maintenance Price for All Campuses**
6.4.1 Germantown Annual Total Maintenance Price: _____
6.4.2 Rockville Annual Total Maintenance Price: _____
6.4.3 TP/SS Annual Total Maintenance Price: _____
Sum of 6.4.1, 6.4.2 & 6.4.3: _____

6.5 Hourly Labor Rate and Material Discount for Repairs Outside of Preventive Maintenance
 Hourly labor rates for Repair Services outside of Preventive Routine Maintenance which may be requested by the Contract Administrator, if the need arises, in accordance with the Request for Proposal. The hourly rates for such work shall be inclusive of all costs, i.e. direct labor, general and administration, overhead, insurance, taxes, profit and cost of the equipment that is normal and customary (trucks, tools, etc.). Hourly rates are applicable on an “on-site” basis. The hourly labor rates shall be firm and fixed for the first contract terms. Overtime rates shall apply only after Contractor’s regular working hours listed below and with the College’s approval.

<u>Labor Classification</u>	<u>Regular</u>	<u>Overtime</u>	<u>Sunday/Holiday</u>
Mechanic	\$ _____	\$ _____	\$ _____

OFF-CONTRACT MATERIALS, PARTS & COMPONENTS DISCOUNT: _____%
 Regular Working Hours, 7:30 a.m. to 4:00 p.m. _____ (Yes/No) (If not, provide the details).

The prices offered on the Price Proposal must include all charges, costs, and fees associated with the services listed. No allowance will be made at a later date for additional charges due to the Offeror’s omission. Offeror must fill out all blanks on the Price Proposal Form in order to be considered. Failed to do may deem an Offer non-responsive.

REMEMBER TO SIGN YOUR PROPOSAL

An aggregate award will be made in the best interest of the College to the top two highest evaluated, most responsible, responsive Offerors that can meet the terms, conditions, and specifications of this solicitation.

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

Company Name	Name
--------------	------

Title	Authorized Signature and Date
-------	-------------------------------

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
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ATTACHMENT A – REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person/E-mail	
Title	
Telephone Number	
Service Dates	

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

References submitted by: _____
Company Name

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS
RFP NUMBER: e422-002
RFP CLOSING DATE AND TIME: MAY 13, 2022 @ 3:00 PM

ATTACHMENT B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

B.4 Please list any exceptions taken to any terms and conditions listed in the RFP. 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 – CONTRACTOR QUALIFICATION FORM

SUBMITTED TO: Office of Procurement
MONTGOMERY COLLEGE

ADDRESS: 9221 Corporate Boulevard
Rockville, MD 20850

SUBMITTED BY:
TITLE:

COMPANY NAME:
ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: Food Service Equipment Preventative Maintenance and Repairs

Type of Work (file separate form for each Classification of Work):

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

1.0 ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor in the type of work similar size and scope to be performed under this contract?

- 1.2 How many years has your present organization been actively engaged in the type of work of similar size and scope to be performed under this contract?

- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1. Date of incorporation:
 - 1.3.2. State of incorporation:
 - 1.3.3. Officer's Names and Titles:

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ATTACHMENT C – CONTRACTOR QUALIFICATION FORM - continued

- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1. Date of organization:
 - 1.4.2. Type of partnership (if applicable):
 - 1.4.3. Name(s) of general partner(s):

- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1. Date of organization:
 - 1.5.2. Name of owner(s):

- 1.6 If the form of your organization is other than those listed above, describe it and name the principal(s):

- 1.7 Under what or other former names as your organization operated and dates of operation under those names?

2.0 LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business. Indicate registration and license numbers, if applicable. Attach a copy of your organization's business registration and license.

3.0 EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

- 3.2 If awarded a contract what classifications of work do you propose to subcontract to other contractors?

- 3.3 If awarded the contract, what classifications of work do you propose to do with your own forces?

- 3.4 Has your organization ever failed to complete any contract or subcontract awarded to it? (If answer is yes, please attach details.)
 - NO YES (*attach details*)

- 3.5 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (If answer is yes, please attach details.)
 - NO YES (*attach details*)

- 3.6 Within the last five years, has your organization ever failed to complete on time, or been terminated from any contract or subcontract awarded? (If the answer is yes, please attach details.)
 - NO YES (*attach details*)

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ATTACHMENT C – CONTRACTOR QUALIFICATION FORM - continued

3.7 On a separate sheet, list projects of similar size and scope your organization has in progress, giving the name of the project, owner, contract amount, percent complete and scheduled completion date.
3.7.1 State total worth of work in progress and under contract.

3.8 List the experience of the principle individuals of your present organization proposed to be performing under this Contract? (Attach the individual’s license and training certificate if available)

Individual’s name	Present Position	Years of Magnitude & Experience	Type of work	In what capacity?
1.				
2.				
3.				

4.0 SIGNATURE

4.1 Dated this ____ day of _____, 2022.

Name of Organization:

By:
Title:

5.0 NOTARY

5.1 _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____, 2022.

Notary Public:

My Commission Expires:

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ATTACHMENT D – NO PROPOSAL RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned RFP 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 College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
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ATTACHMENT E – CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee, or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

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ATTACHMENT F – 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 Offeror's 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 Offeror 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 Offeror 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 Offeror 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 Offeror conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Offeror and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Offeror's within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Offeror(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Offeror 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 Offeror(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 provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Offeror 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 Offeror, and proof must be to the College's satisfaction.

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS- continued

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 Vice President 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 Offeror 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 Offeror 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 Offeror, 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 Offeror 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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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS- continued

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 Offeror unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

ERRORS IN BIDS Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Offeror'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 Offeror 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 Offeror 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. Offeror 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 Offeror 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 Offeror, 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 Offeror 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. Offeror 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 Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and economically disadvantaged individual" means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g. LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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NON-ASSIGNMENT AND SUBCONTRACTING Offeror 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 Offeror 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 Offeror and its personnel.

NON-COLLUSION Offeror 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; Offeror 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 Offeror 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 Offeror 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. Offeror 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. Offeror 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 Offeror 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 Offeror 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 Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror 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 Offeror may attach a letter of explanation to the bid for clarification. Offerors will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are,

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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 Offeror's place of business prior to award of contract to determine Offeror 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 Offeror must provide at least three references from former or current clients who can confirm the Offeror'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 Offeror'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.

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 Offeror 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 Offeror 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, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No. e422-002" and each sample shall be tagged or marked. Failure of the Offeror 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 Offeror 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 Offeror 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.

MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS
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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS- continued

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror 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.

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS While this solicitation 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 Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror's sole expense.

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

Format

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

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

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

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

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE - continued

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM RIDER CLAUSE – continued



<u>Questions -</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	___	___
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	___	___
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	___	___

Participating Agency

Mid-Atlantic Purchasing Team

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

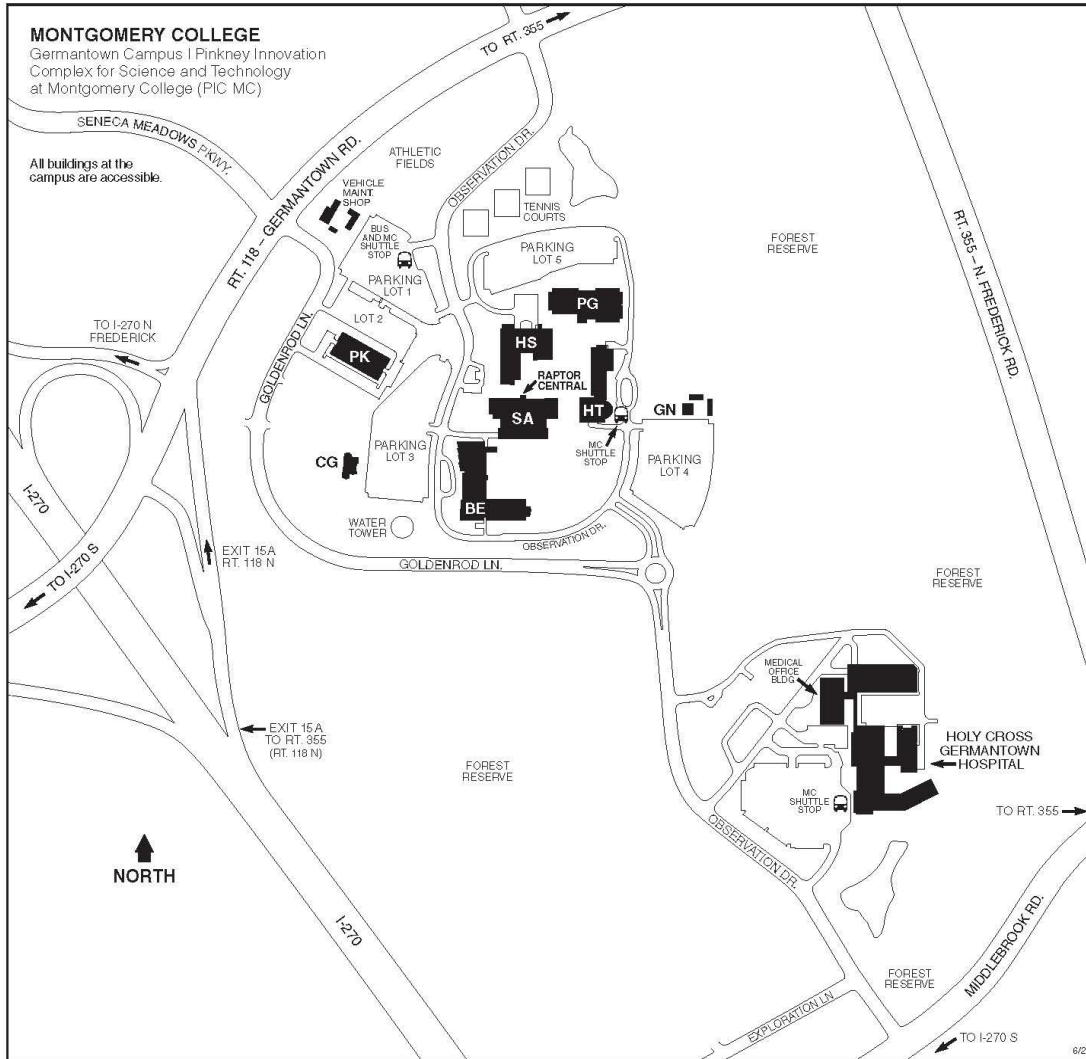
Please return to purchasing@mwkog.org

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ATTACHMENT H – CAMPUS MAPS

MONTGOMERY COLLEGE

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
 240-567-7711

Public Safety: 240-567-3333 (24/7)
montgomerycollege.edu/safety
montgomerycollege.edu/maps

Legend of Campus Buildings
 (as of June 2021)

- 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 and Continuing Education (WDCE)
- HT** High Technology and Science Center
 - Globe Hall
- PG** Physical Education Building

- PK** Paul Peck Academic and Innovation Building
 - Germantown Innovation Center
- SA** Dr. DeRionne P. Pollard Student Affairs and Science Building
 - Counseling and Advising
 - Disability Support Services
 - Financial Aid Office
 - Public Safety Office
 - Raptor Central (Admissions, Enrollment, Visitor Services)
 - Records and Registration Office
 - Student Life Office

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS**

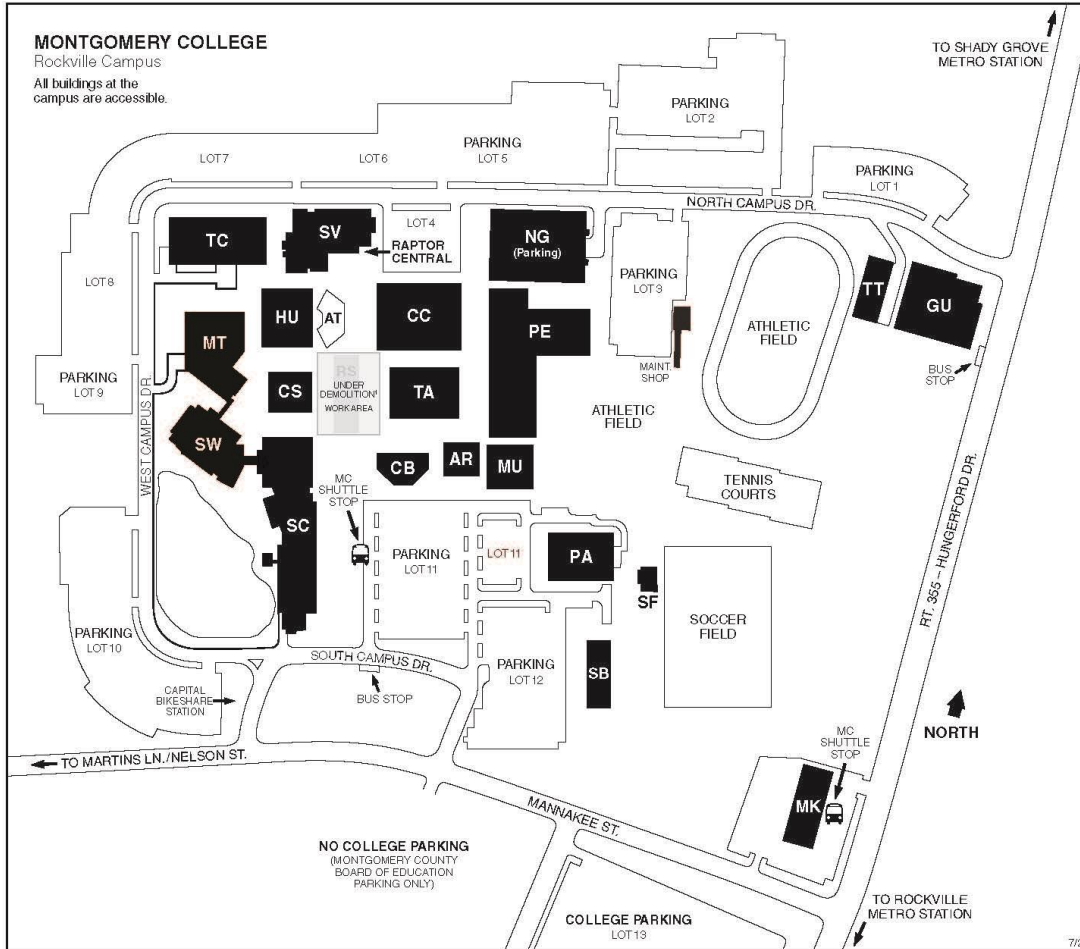
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ATTACHMENT H – CAMPUS MAPS - continued

MONTGOMERY COLLEGE

Rockville Campus



Rockville Campus
51 Mannakee Street
Rockville, MD 20850
240-567-5000; TTY 301-294-9672
Public Safety: 240-567-3333 (24/7)
montgomerycollege.edu/safety
montgomerycollege.edu/maps

Legend of Campus Buildings
(as of July 2021)

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

- HU Humanities Building
- MK Mannakee Building
 - Center for Training Excellence
- 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
- SC Science Center
- SF Soccer Field Concession Building

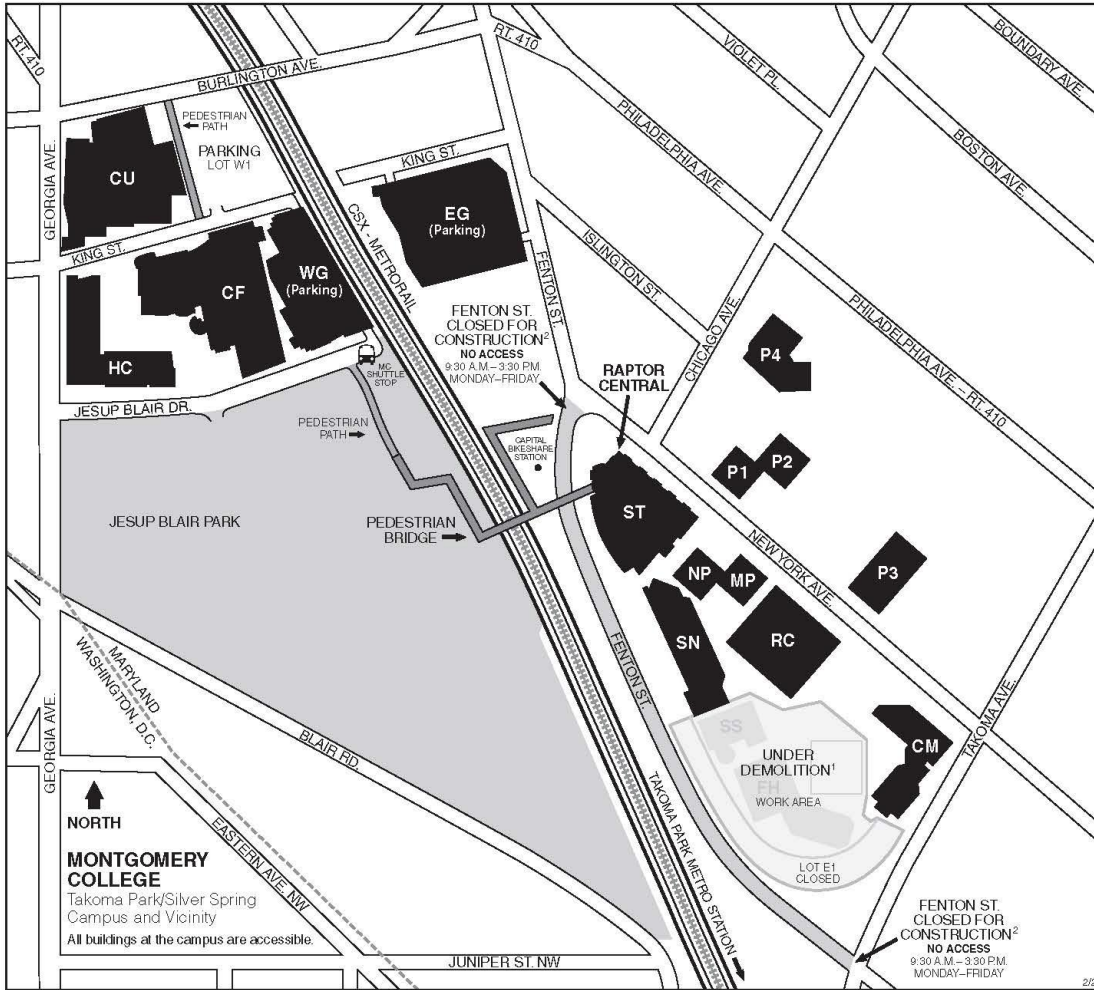
- SV Long Nguyen and Kimmy Duong Student Services Center
 - Counseling and Advising
 - Disability Support Services
 - Financial Aid Office
 - Public Safety Office
 - Raptor Central (Admissions, Enrollment, Visitor Services)
 - Records and Registration Office
 - Student Life Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

¹ Former Student Services Building (RS) under demolition

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ATTACHMENT H – CAMPUS MAPS - continued

MONTGOMERY COLLEGE
 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
 Public Safety: 240-567-3333 (24/7)
 montgomerycollege.edu/safety
 montgomerycollege.edu/maps

Legend of Campus Buildings
 (as of February 2020)

- CF The Morris and Gwendolyn Cafritz Foundation Arts Center
 - Refugee Training Center
 - Workforce Development and Continuing Education (WDCE)
- 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
 - Records and Registration Office
 - Financial Aid Office

- Public Safety Office
 - Raptor Central (Admissions, Enrollment, Visitor Services)
 - Student Life Office
- WG** West Garage (parking)

¹Falcon 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 Ishah Leggett Math and Science Building. For details, visit montgomerycollege.edu/tpss-design.

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

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ATTACHMENT I – COMPANY COVID-19 VACCINATION AFFIRMATION FORM

This Affirmation is required for all contractors, vendors and service providers on-site at a Montgomery College location. The form must be printed, completed and signed, and returned with proposal. **In implementation of the Montgomery College Return to Campus Coronavirus Response Plan, I hereby declare as follows:**

1. My name is [Individual Signer’s Name] _____. I am the [Position Title]_____at [Company or Independent Contractor Name] _____.
2. The Company or Independent Contractor listed on this form ("Company") is a contractor, vendor or service provider with Montgomery College with one or more of the Company’s employees or subcontractors working in person at a Montgomery College site.
3. Montgomery College in connection with its contract/agreement with the Company requires the Company to assume responsibility for the vaccination verification and accommodation requirements described in COVID-19 Information for Contractors, Vendors and Service Providers, and the Company agrees to assume those responsibilities with respect to all of its employees that provide on-site services at a Montgomery College site or a site at which Montgomery College provides services including, but not limited to a Montgomery County Public School.
4. The Company has the employees or subcontractors who provide service delivery at Montgomery College sites as listed on the Company Employee COVID-10 Vaccination Affirmation Form and hereby affirms that each individual has met all of the vaccine verification and accommodation requirements described in the form of COVID-19 Information for Contractors, Vendors and Service Providers. This includes the requirement to obtain a copy of proof of full vaccination against COVID-19 for every current covered employee who is subject to the vaccination requirement.
5. Any employee of the Company who is not fully vaccinated by November 8, 2021 and who has been granted an exception due to disability or a sincerely held religious belief, will be required to provide weekly COVID-19 PCR tests and to promptly provide the Company with the results of such test. The Company will only allow fully vaccinated employees and employees presenting a negative test to report to Montgomery College sites for work. Employees testing positive for a weekly COVID-19 test and vaccinated employees with a “breakthrough” positive COVID test must not report to any College site until such employee has quarantined as described in the COVID-19 Information for Contractors, Vendors and Service Providers, and has been medically cleared by a medical provider to return to work. Weekly testing will then resume. The Company affirms that it shall retain all such records for the duration of its contract/agreement with Montgomery College and shall make such records available upon reasonable request.
6. The Company agrees that it will immediately notify Montgomery College of any COVID-19 positive employee (vaccinated and unvaccinated) providing service delivery at a Montgomery College site. Notice shall be sent by email to: PublicHealth@montgomerycollege.edu.
7. The Company agrees to update this Affirmation based upon any change to the employees listed in Company Employee COVID-19 Vaccination Affirmation Form.
8. The Company further agrees to cooperate with the College for any request it makes for confirmation of compliance with respect to any employee or subcontractor of the Company working on-site at a Montgomery College location. This includes providing information and records upon request, except any information or records that the Company is prohibited by law from disclosing.

I declare that the foregoing is true and correct.

Date Signed: _____ **City/State/Country:** _____

Printed Name: _____

Signature: _____

Printed Company Name: _____

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES
 FOOD SERVICES EQUIPMENT PREVENTATIVE MAINTENANCE AND REPAIRS
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ATTACHMENT J – COMPANY EMPLOYEE COVID-19 VACCINATION AFFIRMATION FORM

I attest that the employees/subcontracts listed below, meet requirements for access to Montgomery College sites for on- site performance.

Submission Date: _____

Contractor Name: _____

Contract Number: _____

Name of Contractor Authorized Representative: _____

Signature of Contractor Authorized Representative: _____

Company Employees that meet the requirements for access to Montgomery College sites for on-site performance:
 (List names alphabetically)

Employee First Name	Employee Last Name	Montgomery College Site/Location