

OFFICE OF PROCUREMENT  
CUSTODIAL SERVICES FOR CENTRAL SERVICES AND CENTRAL RECEIVING BUILDINGS  
RFP NO. e422-003  
RFP CLOSING DATE AND TIME: MAY 3, 2022; 3:00 P.M.



ADDENDUM #1  
ISSUED: APRIL 27, 2022

**PURPOSE OF ADDENDUM:**

- To provide attached answers to questions received from perspective Offerors.

**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

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<b>Questions</b>	<b>Answers</b>
Do you require Certification from 3 <sup>rd</sup> party for bio-hazard cleaning, other than our own in-house training?	<i>No 3<sup>rd</sup> party certification is required.</i>
Are there any heavy lifting required?	<i>No heavy lifting is required.</i>
Does the incumbent use union cleaners?	<i>No. There is no union requirement under this agreement.</i>
Is service needed 5 or 7 days? Are the normal working days from Monday thru Friday?	<i>Normal working days are Monday thru Friday. Any needs for weekend work will be by special request only.</i>
What is the actual total hours?	<i>This is a requirement contract. 13,800 provided in the RFP are estimated total labor hours, and will be used for price evaluation. The College does not guarantee they will be the actual contractual hours.</i>
Who provides cleaning chemicals and tools?	<i>The College provides all cleaning chemicals and tools.</i>
Is this Contract solely for labor cost only?	<i>Yes.</i>
Is there a size limit for PDF bid submission via email?	<i>It is the responsibility of the Offerors to make sure the proposals are successfully submitted via email. Offerors may split large attachment by multiple e-mails, if necessary. When sending multiple e-mails, ensure the subject of each e-mail indicates the order of the attachments. Please use the minimum number of e-mails to submit the proposals.</i>
Do positions need to be full time or both full and part-time are acceptable?	<i>Full time is preferred to maintain familiarity with cleaning areas and requirements, however, part-time is acceptable.</i>
Does the College reconsider the price adjustment terms above 5% cap if the CPI is higher than that?	<i>The College will honor the Living Wage Adjustment of Montgomery County Government, if that is the case.</i>
Who is the current contractor and their wage rate?	<i>The College currently is piggybacking Howard County Government Contract No. 4400003603. The current Contractor is AJ Maintenance.</i>
Does the contractor mandate to follow Maryland State or Montgomery County Minimum Wage Guidelines?	<i>Any employer doing business in Montgomery County, must adhere to County's minimum wages guidelines.</i>
When does the College require the Offerors to submit scheduled employees' COVID-19 Vaccination Form.	<i>Offerors are required to include the Company COVID-19 Vaccination Form ins the technical proposal submission. Employee's COVID-19 Vaccination Form may be submitted prior to/upon the contract award.</i>

Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: e422-003**

**RFP TITLE: CUSTODIAL SERVICES FOR CENTRAL SERVICES AND CENTRAL RECEIVING BUILDINGS**

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

Prices must remain firm for: **120 DAYS AFTER PROPOSAL CLOSING DATE, BUT PRIOR TO CONTRACT AWARD**

**Bid 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.



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**Patrick Johnson, MBA**  
Director of Procurement

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

**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 custodial services for Central Services and Central Receiving Buildings, 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.

<b>April 13, 2022:</b>	Issuance of RFP Documents
<b>April 19, 2022</b>	Pre-Proposal Meeting & Site Visit
<b>April 22, 2022</b>	Last Requests for Information Due
<b>May 3, 2022</b>	RFP Submission (both Technical and Price Proposals) Due
<b>June 20, 2022</b>	Evaluation concludes and award recommendation to be approved by the College’s Board of Trustees

**1.3 Pre-Proposal Meeting and Site Examination**

A virtual Pre-Proposal meeting via zoom will be held at **10:00 am (EST) on April 19, 2022**. See zoom meeting call-in details as below:

Join Zoom Meeting:

Meeting ID: 947 0341 1821

Passcode: 940839

One tap mobile

+13017158592,,94703411821#,,,,\*940839# US (Washington DC)

+19292056099,,94703411821#,,,,\*940839# 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)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 947 0341 1821

Passcode: 940839

Find your local number: <https://montgomerycollege.zoom.us/j/94703411821>

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

Offerors shall examine and familiarize with the existing site conditions and cleaning requirements prior to submitting a price proposal. No allowance will be made to the successful Offeror at a later date for additional cost required because of its failure to conduct site visit.

**A site visit is scheduled at 1:00 p.m. on April 19, 2022.** All interested parties are encouraged to meet in the lobby of Central Services Building, 9221 Corporate Blvd., Rockville, Maryland 20850. To schedule additional site visits to College campus/worksites, please send a written request via email to Russell Peterson at [Russell.peterson@montgomerycollege.edu](mailto:Russell.peterson@montgomerycollege.edu).

**1.4 Safety Requirements**

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.

If applicable, awarded contractor/s must adhere to Montgomery College mask requirements and recommendations, which may change from time to time, as conditions require. Refer to website link: <https://www.montgomerycollege.edu/coronavirus/return-to-campus/index.html>.

**1.5 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 3, 2022** Eastern Daylight Time (EDT), to: [vendor.proposals@montgomerycollege.edu](mailto: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.

**1.6 Contact Information**

Request for clarifications related to this solicitation shall be directed to George Varghese, Purchasing Agent; via e-mail to [George.varghese@montgomerycollege.edu](mailto:George.varghese@montgomerycollege.edu) no later than **5:00 p.m., on April 22, 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.

**1.7 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](http://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.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

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.

**1.8 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.

**1.9 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.

**1.10 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.

**1.11 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.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

**1.12 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.

**1.13 Proposal Evaluation**

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

1.13.1 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:

- 1.13.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
- 1.13.1.2 Offeror is financially stable.

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

- 1.13.2.1 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.
- 1.13.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

**1.14 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:

- 1.14.1 Failure to meet the mandatory specifications and requirements.
- 1.14.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.14.3 Failure to supply appropriate and favorable client references.
- 1.14.4 Submittal of an incomplete Price Proposal page.
- 1.14.5 Failure to sign the proposal.
- 1.14.6 Failure to return any addenda acknowledgements
- 1.14.7 Submittal of conditional, alternate or multiple proposals.
- 1.14.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.14.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.15 Required Submittal List**

See Section 3 Proposal Submission.



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**1.16 Failure to Submit**

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

**1.17 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.

**1.18 Contract Award**

It is the College's intention to make the award in the best interest of the College to the **highest scored responsible and responsive Offeror**, 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 in June 2022, in accordance with the College Procurement Policy and Procedures.**

**1.19 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.

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

**1.21 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 date 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 five percent (5%) or 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) and whichever is lower. 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.

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

**1.22 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 (7) seven business of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

**1.23 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 (7) seven business days of change in company's financial condition. Failure to notify Montgomery College may result in termination of contract.

**1.24 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.

**1.25 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.

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

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

**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.

**1.26 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. e422-003**. Current certificates must be provided to the College throughout the contract term.

**1.27 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.

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**1.28 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.

**1.29 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.

**1.30 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number, building location and service tickets if applicable. 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](mailto:accountspayable@montgomerycollege.edu).

**1.31 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.

**1.32 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.

**1.33 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 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

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued**

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.

**1.34 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 Offeror may still require public disclosure.

**1.35 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.

**1.36 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.

**1.37 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 – SCOPE OF WORK/SPECIFICATIONS**

**2.1 Background**

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

Montgomery College Office of Facilities is responsible for the organization, inspection and oversight of all contracted custodial services in any of the college's owned and leased buildings. The college is seeking the service of a qualified contractor to provide high quality cleaning service for two of its facilities located in Rockville, Maryland. It is the college intention to establish a firm, fixed unit price contract for the services described in this solicitation.

**2.2 Contractor's Qualification Requirements:**

- 2.2.1 Contractors must be engaged in government, educational and/or commercial custodial services and must have been actively engaged in providing custodial services type description of work for a period of no less than five (5) consecutive years through the present. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five (5) years of demonstrated experience of reliability and meets the criteria set forth herein.
- 2.2.2 Contractor's workforce must be conversant and have ability to read in the English language.
- 2.2.3 Contractor must be a bona fide and financially stable business and in good standing to do business in the State of Maryland.
- 2.2.4 Contractor must have the financial wherewithal to purchase and have in place all: labor, tools, equipment, materials, expendables, vehicles and communications equipment necessary to execute the assigned work beginning on the first scheduled day of work and continuing uninterrupted throughout the life of the contract term.
- 2.2.5 The College reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
- 2.2.6 The quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any bid deemed not responsible or non-responsive.

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**2.3 Scope of Work**

The successful Offeror shall provide custodial service for approximately 138,000 gross square feet of space in the Central Services and Standish Place buildings. Contractor shall provide the required staffing who shall be instructed and supervised by the College personnel. The College will provide all required tools, equipment, materials supplies.

**2.4 General and Administrative Requirements**

**2.4.1 General Requirements**

This service is for the provision of custodial staffing for the daily cleaning of workspaces within the buildings specified in the RFP. Contractor’s staff provided shall be instructed and supervised by assigned college personnel.

**2.4.2 Facility Size and Location**

Facility	Square Footage	Address
Central Services	126,800 GSF	9221 Corporate Blvd., Rockville MD 20850
Standish Place	10,518 GSF	7602 Standish Pl., Deerwood, MD 20855

**2.4.3 Staffing/Schedule**

Title	No. of Staff	Shift	Hrs./Week	Estimated Total Hours/Year
Custodial (Porter)	2	Day	40	13,800
Custodian	4	Evening	40	
Lead Custodian	1	Evening	40	2,288

**2.4.4 Cleaning Requirements**

Staff provided as a part of this service contract shall engage in day-porter duties, routine cleaning and cleaning maintenance activities. Duties included in the scope of this contract shall include but not limited to the following cleaning areas and cleaning categories as tabulated below. The college reserves the right to add cleaning areas and categories beyond this scope but all such service shall be at additional charge based on the hourly labor rate provided.

	Cleaning Activities
Floor-hardwood	<b>Routine</b> – Included in contract
Floor – carpet	
Wall	Washing
Ceiling	Dusting
Glass; Metal	Wiping
Metal	Vacuuming
Window	Dry Dust mopping
Windows blinds	Wet mopping
Elevators	Day porting
Mats/Runners	Bio-hazard clean-up (during shift)
Reception areas	Sweeping
Security stations	Polishing

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	Cleaning Activities
Kitchenettes/Lounge areas	
Offices	<b>Special</b> – Extra
Cubicle work stations	Buffing
Conferences rooms	Extracting
Restrooms	Scrubbing
Trash/Recycling	Sealing
Dispensers	High dusting (above 96")
Water fountains	Construction clean-up
Appliances	Unscheduled Special Event set-up
Furniture	Bio-hazard clean-up (after hours)
Stairways	Emergency clean-up
Lobby	Power washing
Vestibule	Snow clearing (building entrance only)
Entranceway	
Janitor's closet	
Building exterior (25' away from building)	

**2.5 Communications**

- 2.5.1 The Contractor shall, for each shift in each building being cleaned, have at least one worker capable of communicating in the English language
- 2.5.2 The Contractors' management and supervisory staff shall be fully conversant and have ability to read and understand all communications in the English language
- 2.5.3 Day porters assigned to a building shall be fully conversant and have the ability to read and understand all communications in the English language.
- 2.5.4 Contractor's personnel in any way associated with the contract shall be equipped with a cell phone and the phone number shall be provided to the College designated representative or designee.

**2.6 Reduction in Service**

During the term of the contract, should budgetary restrictions necessitate a reduction in contracted custodial services, the College will work with the Contractor to develop a service reduction plan which causes the least impact to building cleanliness and causes the least disruption in the workforce.

**2.7 Building Damages**

- 2.7.1 Any damage to College buildings or building contents, resulting from actions of the Contractor, must be reported immediately to the designated College representative.
- 2.7.2 The College representative or designee will perform an inspection of the building or content damage and determine how to proceed with repair or replacement.
- 2.7.3 The College representative decision regarding the means and method of correction is final.



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**2.8 Performance**

2.8.1 A contractor who is not performing satisfactorily, following notification of unsatisfactory service and provided ample time to correct deficiencies in service, will be subject to removal.

**2.9 Occupational Safety and Health Administration (OSHA) Compliance**

2.9.1 All work performed by the Contractor or work subcontracted to others by the Contractor shall be in full compliance with all applicable codes, regulations and standards as set forth in OSHA.

2.9.2 The Contractor is responsible for performance of all work and compliance with applicable codes, regulations and standards of Federal, State and College jurisdiction which apply but are not enumerated here.

**2.10 Uniforms**

2.10.1 All Contractor personnel shall always be properly attired for work in an office environment.

2.10.2 Proper attire shall include modest apparel while on College premises. Modest apparel shall include a smock, shirt or uniform with the Contractor's name/logo imprinted.

2.10.3 Apparel shall always be maintained in a well fitted, neat and clean condition.

2.10.4 Contractor's personnel shall wear a College-issued identification badge, clearly visible at all times while on College property performing services. There will be no exception to this requirement.

**2.11 Work Stoppage**

2.11.1 Any work stoppage or non-service by the Contractor or their employees will result in the immediate termination of services for each building group serviced by the Contractor unless it is approved by the College on emergency situations.

**2.12 Labor Hour Reporting**

2.12.1 The Contractor shall utilize an electronic means for recording and reporting labor hours worked by custodial staff.

2.12.2 Software or an app, which is accessible by custodial staff utilizing a mobile phone or tablet is an acceptable product. Proposed products are subject to the approval of the College

2.12.3 Handwritten sign in/sign out logs will not be accepted.

2.12.4 Summary labor reports for each building and assigned custodial staff shall be attached with the monthly invoices to verify labor hours worked by each custodial worker. Invoices will not be paid without the summary labor report attached.

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**2.13 Subcontracting**

- 2.13.1 The expectation of the College is for Contractors to self-perform work using their own workforce for all routine and non-routine work requirements.
- 2.13.2 Recognizing there could be some specialty work efforts better undertaken by a subcontractor who has specific training or tools; subcontracting, in some instances may be permitted.
- 2.13.3 All work proposed by the Contractor to be subcontracted is subject to the approval of the College designated representative or designee. The decision of the College designated representative or designee to allow or not allow a subcontractor to perform any specific work effort is final.
- 2.13.4 If a subcontractor is approved to perform any work, the Contractor will be required to provide management of that subcontractor while on College premises.
- 2.13.5 Contractors are responsible for ensuring each member of the subcontractor staff performing work under the contract has passed a background screening or the more stringent Police conducted
- 2.13.6 Background investigation, if applicable.
- 2.13.7 Contractors shall ensure that subcontractors adhere to all applicable Occupational Safety and Health Administration standards, codes, and regulations and that all other applicable Federal, State, or County laws are followed.

**2.14 Emergency and After Hours Point of Contact**

- 2.14.1 The Contractor will provide contact information to the College designated representative or designee enabling responsive 24/7/365 contact with the Contractor.
- 2.14.2 The Contractor shall have at least one management or supervisory staff member accessible 24/7/365 by phone, text or email communication, who is authorized and capable to make decisions for: start/stop of work; assignment of workers; response to biohazard or emergency cleanup; correction of incomplete work by: dispatching custodial workers, tools and equipment in response to requests of the College designated representative or designee or designee.
- 2.14.3 Phone, text or email messages from the College designated representative or designee, or their designee, must be responded to no more than thirty (30) minutes after the message is left.
- 2.14.4 Response at the building to a request for emergency cleanup or to correct incomplete services shall occur no more than two (2) hours following the initial phone, text or email message.

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- 2.14.5 Payment for emergency response will be at the proposed hourly rate times the number of hours required to complete the work effort. Response to correct incomplete work will not be compensated.
- 2.14.6 The College designated representative or designee will provide to the Contractor: emergency after hours phone number, office and cell phone numbers and email addresses for 24/7/365 contact with the College.

**2.15 College Holidays**

- 2.15.1 The College celebrates twelve (12) holidays annually.
- 2.15.2 All College buildings are closed on each of the celebrated holidays.
- 2.15.3 Contractors do not receive pay for holidays unless actual custodial services are performed on the holiday. For work that is performed on a holiday there is no premium above the proposed worker hourly rate of pay.
- 2.15.4 The Contractor is responsible for verifying with the College designated representative or designee and/or Building Manager the status of all buildings serviced and whether service is required or not required for each of the established College holidays.
- 2.15.5 List of College holidays
- Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Thanksgiving (Fourth Thursday and Friday in November)
  - Christmas Week (December 25-January 1)
  - Spring Break (Normally 1 day in March)
  - Martin Luther King's Birthday (Third Monday in January)
  - Memorial Day (Last Monday in May)
  - Juneteenth (June 19)
  - No service is needed during Christmas/New Year Holidays (December 25 -January1)
  - Spring Break in March, unless otherwise notified in advance

The college can designate as many as 14 holidays per calendar year. College buildings are normally closed during each designated holiday. Routine cleaning service will not be required during a designated holiday. Any need for cleaning service shall be considered extra and the contractor shall be compensated accordingly. The Contractor shall be informed of these requirements.

**2.16 Seasonal Building Closure**

- 2.16.1 College buildings also experience seasonal closures. College will inform contractor in advance of these closures.

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**2.17 Worker Conduct**

- 2.17.1 The Contractor shall require each of their employees to conduct themselves in a professional manner and to follow all rules and regulations while providing custodial services in College buildings.
- 2.17.2 Reports of any inappropriate custodial worker conduct are taken very seriously and will be investigated immediately by the College designated representative or designee who will determine the validity of the report.
- 2.17.3 No smoking is allowed in any College buildings or within twenty-five (25) feet of the building.
- 2.17.4 Alcohol and drug use are strictly prohibited on College property.
- 2.17.5 If a report of inappropriate conduct is found to be credible, the College reserves the right to request the removal of the custodial worker from providing service in any College building.
- 2.17.6 The decision of the College is final.

**2.18 Inclement Weather**

- 2.18.1 Custodial services will not be suspended during periods of inclement weather unless the College Administrator officially declares the College closed.
- 2.18.2 Custodial services shall be completed on schedule, even during periods of inclement weather except when the closure is officially declared, or the State of Maryland has officially closed roadways. The Contractor will inform the College designated representative or designee which building locations have or have not been serviced during an inclement weather event.
- 2.18.3 Coordination of all custodial services during periods of inclement weather shall be with the College designated representative or designee, who will decide if services are suspended, or will continue to be required for select locations.
- 2.18.4 The College designated representative or designee will coordinate continuation of services with the Contractor.
- 2.18.5 Contractors will be responsible for monitoring television news broadcasts, radio announcements, as well staying in direct communication with the College designated representative or designee for the latest information on closures.

**2.19 Building Assignment/Add or Remove Service**

- 2.19.1 From time to time, buildings may be added or removed from a building group, either on a temporary or permanent basis due to purchase, sale, new lease or expiring lease, renovation, damage, etc.

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2.19.2 As buildings are added or removed, a determination of the number of cleaning hours required to adequately clean the building coupled with the hourly rate provided in their proposal and cleaning frequency will be used to establish the base cleaning cost for the building. This calculated rate will be added to the monthly building group invoicing for added buildings and subtracted for removed buildings.

2.19.3 The Contractor is not entitled to compensation for any location removed from a building group for which they provide custodial services.

**2.20 Background Check and Investigations**

2.20.1 Access to all College buildings by Contractor employees requires successful completion of a background screening or investigation prior to allowing building entry. The contractor will work with the college to coordinate the background screening process.

2.20.2 Immediately following notice of contract award, the selected Contractor(s) will submit a completed Background Screening results for all custodial staff who will enter College buildings to provide custodial services.

2.20.3 On successful completion of the screening/investigation, non-employee badges will be issued to all contractor staff who will be assigned to cleaning duties in college buildings.

2.20.4 Contractor personnel who fail to pass the screening/investigation will not be permitted to access college buildings.

2.20.5 The college will pay for background screening of assigned contractor staff. The number of background screenings/investigations paid for by the College will be limited to two per position during the initial round of background screening/investigation prior to startup of custodial services. The Contractor will be responsible for the cost of background screening/investigation beyond two for any one position.

2.20.6 Throughout the term of the contract, the number of background screening/investigation paid for by the College will be limited to two per vacant position.

2.20.7 On successful completion of a background screening/investigation, Contractor employees will be required to report to a designated college location where a non-employee photo ID will be issued. ID badges are programmed to allow card reader access to specified buildings and specific building areas.

2.20.8 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.

2.20.9 College reserves the right to reject any contractor assigned staff, based on the results of the backgrounds screening.

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2.20.10 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The College will, at its sole discretion, accept or reject the requested exception.

**2.21 Security - Unauthorized Entry**

2.21.1 No entry into College buildings to perform work will be authorized until successful completion of a background screening or Police conducted background Investigation, if applicable and issuance of a photo ID badge.

2.21.2 The Contractor, or any personnel of the Contractor shall not share College issued badges with other personnel of the Contractor who have not been issued their individual ID badge. Each employee badge is assigned individually to one Contractor employee and its use is restricted to that employee only.

2.21.3 Any misuse of College ID badges, including loaning of badges, allowing entry by use of an ID Badge to an unauthorized person, etc. is viewed as a serious security offence which shall result in removal of the Contractor employee or termination of the contract for repeated instances of allowing unauthorized persons access to College buildings.

2.21.4 Contractor personnel shall not bring children to work with them. This is forbidden without exception. Only authorized employees of the Contractor are allowed in College buildings.

**2.22 Maintenance of Personnel Roster and Change of Personnel**

2.22.1 The Contractor will maintain an up to date personnel roster or organizational chart depicting each supervisor and worker assigned to each building serviced by the Contractor

2.22.2 As changes in the Contractors' personnel occur, the personnel roster or organizational chart will be updated without delay and forwarded to the College designated representative or designee.

2.22.3 Keys and ID badges issued to any employee of the Contractor for College buildings shall be returned to the College designated representative or designee. Failure to return keys and ID badges may result in the withholding of invoice payments until the cost of the associated loss is calculated for withholding from payments due to the Contractor.

**2.23 Securing of Doors, Windows and Alarms**

2.23.1 The Contractor shall be responsible for ensuring doors and windows are closed and secured at the completion of each shift when performing custodial work in a building.

2.23.2 The Contractor is responsible to unarm and rearm alarm systems using the code provided when entering or leaving College buildings during hours when College employees are not present in the building.

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2.23.3 If there is a problem securing doors, windows, unarming or rearming an alarm system during hours when College employees are not working, the Contractor is to contact the college's designated representative to report the problem.

**2.24 Contractor Self-Performed Inspection**

2.24.1 Each building serviced by the Contractor will have a self-performed inspection of all areas of the building, interior and exterior, conducted monthly by the Contractor owner or manager. All inspection findings will be documented on the College provided inspection form.

2.24.2 Inspection findings will be documented thoroughly and legibly. Inspection reports will be submitted with the monthly invoices for each building group.

2.24.3 Failure to provide inspection reports will delay processing of monthly invoice payments until inspection reports are received.

2.24.4 Contractors providing inspection reports which demonstrate compliance with all cleaning requirements for the building group and are verified by College inspection, will after the first contract year, or sooner at the discretion of the College designated representative or designee, have the monthly inspection requirement reduced to every other month.

2.24.5 Continued success following the reduction to every other month inspection will further reduce the inspection frequency to quarterly. Inspection frequency will not be reduced to less than quarterly.

2.24.6 Reduced frequency of required self-inspection by the Contractor, for a building group, will continue throughout the contract term unless there is a noticeable reduction in the quality of service. Unsatisfactory service quality provided by the Contractor will be verified through observation, inspection, and College feedback for any building or group of buildings serviced by the Contractor.

2.24.7 Verified unsatisfactory service quality will result in the immediate resumption of more frequent self-inspection requirements, at the discretion of the College designated representative or designee.

2.24.8 Continued unsatisfactory service, following notice to correct deficiencies, may result in default for performance and removal of the Contractor.

**2.25 College Inspection**

2.25.1 College inspectors will perform periodic inspection of all custodial work in progress or upon completion based on an established inspection schedule.

2.25.2 College inspectors will perform inspections to verify self-inspection reports provided by Contractors.

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- 2.25.3 College inspectors will perform inspections in response to complaints.
- 2.25.4 College inspectors will perform follow up inspections to verify any unsatisfactory work referred to the Contractor has been adequately corrected.
- 2.25.5 Any deficiency found by College inspectors will be immediately referred to the Contractor for correction. A “correct by” time and date will be established at the time of communication with the Contractor.

**2.26 Building Protection**

- 2.26.1 During all cleaning processes, the Contractor will take care to protect College buildings by performing all work in a professional manner and in such a way as to not cause damage to any building finish, component or system.
- 2.26.2 Use of: cleaning equipment; cleaning tools; supplies; materials; and chemicals in the manufacturers recommended method, application and dilution rate shall be followed.
- 2.26.3 The Contractor shall test all cleaning products in an inconspicuous area and prior to use before any new cleaning product or equipment is used in College buildings
- 2.26.4 All exterior doors shall be kept closed and locked while the Contractor is performing cleaning work in any building to prevent intrusion by unauthorized persons. No propping open of doors during trash/recyclables removal or other operations. Contractors shall make certain that all doors are closed and locked following completion of work.
- 2.26.5 Contractors are responsible for preventing “hitchhiking” as their staff enter or exit College buildings, by making certain that unauthorized persons do not enter as doors close and lock.
- 2.26.6 Contractors are responsible for turning off lights and disarming and rearming intrusion alarms on entry or exit from College buildings, if so equipped. Alarm codes will be provided.

**2.27 Training**

- 2.27.1 The College seeks a Contractor who employs well trained custodial workers capable of performing all cleaning tasks assigned with a clear understanding of College cleaning expectations and desired results.
- 2.27.2 Comprehensive Training Program, that includes a broad range of training topics, conducted at regular intervals and covering all best practice cleaning techniques, methods, procedures and safe work practices for cleaning in College buildings is viewed as essential for successful completion of the custodial services in College buildings.
- 2.27.3 As part of routine training, custodial personnel who perform routine sets of tasks should be cross trained to perform all other tasks required within College buildings to reduce the impact of absent employees and ensure daily tasks are completed. Biohazard cleanup procedures and carpet spot cleaning technique training must be provided.



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2.27.4 Contractor personnel who perform any special cleaning duties as included in the specifications, stripping and waxing, machine scrubbing, furniture cleaning and other specialty cleaning work shall be appropriately trained before being assigned to perform these jobs.

**2.28 College Provided Tools, Equipment, Supplies and Materials**

2.28.1 The College will be responsible to provide all tools and equipment necessary to perform all routine and/or non-routine tasks necessary to maintain the cleanliness of College buildings.

2.28.2 The College will be responsible to provide all cleaning supplies and materials necessary to perform all routine and/or non-routine tasks necessary to maintain the cleanliness of College buildings. Items such as rags, window cleaner, disinfectant, can liners, wax bags, and all required cleaning materials and supplies shall be supplied by the College.

**2.29 College Provided Supplies**

2.29.1 The College provides the following supplies, at no cost to the Contractor:

- Toilet Paper
- Paper Towels (roll and c-fold)
- Cleaning chemicals
- Toilet Seat Covers
- Hand Soap
- Hand Sanitizer
- Air Freshener

2.29.2 The College maintains its own inventory for the janitorial products listed.

2.29.3 The College will work with the Contractor designated representative to establish a procedure for replenishing supplies.

**2.30 Safety and Health**

2.30.1 Personal Protective Equipment

The Contractor is responsible for providing appropriate personal protective equipment for custodial workers to safely perform each task.

2.30.2 The College has no responsibility to provide any personal protective equipment to employees of the Contractor.

2.30.3 The Contractor must adhere to all Occupational Safety and Health codes, regulations and standards that are applicable for the use of personnel protective equipment. Contractor must also follow all applicable Federal, State and Local codes and laws.

**2.31 Tool and Equipment Safety**

2.31.1 All custodial equipment and tool used by contractor staff in the performance of service in this contract shall be kept clean, neat, in good working condition and shall comply to all applicable OSHA codes & standards.

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**SECTION 2 SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued**

2.31.2 Contractor staff shall inspect equipment on each service day and ensure it is in good working condition and adheres to the applicable OSHA codes and standards.

2.31.3 Any equipment found to be defective or not in compliance with such codes & standards shall be reported to the designated college representative or designee.

**2.32 Quality Control**

2.32.1 The Contractor will provide to the College, their Quality Control Plan detailing the quality awareness training provided to the Contractors' personnel, to include training topics and frequency of training.

2.32.2 Contractors will maintain training documentation and provide their personnel appropriate training on a regularly scheduled basis for all new and existing employees.

2.32.3 New employees will not be permitted to perform custodial work in College buildings until adequate training has been provided in all aspects of safety as related to performing custodial work.

**2.33 Contractor Safety Plan**

2.33.1 The Contractor will provide to the College, their Safety Plan detailing the safety training provided to the Contractors' personnel, to include training topics and frequency of training.

2.33.2 Contractors will maintain training documentation and provide their personnel appropriate training on a regularly scheduled basis for all new and existing employees.

2.33.3 New employees will not be permitted to perform custodial work in College buildings until adequate training has been provided in all aspects of safety as related to performing custodial work.

**2.34 Billing and Payment**

All amounts, costs, or prices referred to herein pursuant to the contract shall be United States of America currency and in net 30 days payment term.

2.34.1 Billing/Invoicing: All invoices terms must be Net 30 days.

2.34.2 Invoicing for work performed under the contract shall be for the following items only:

2.34.2.1 Routine Work for each Building Serviced - hourly rate x number of hours worked x number of days worked in the month.

2.34.2.2 Non-Routine Work for each Building Serviced – hourly rate number of hours worked in the month.

2.34.2.3 Subcontracted Work–subcontracted work paid for by the Contractor, with the Contractor markup applied and reimbursed by the College.

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**SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued**

- 2.34.3 All invoices related to each building, including labor hour verification documentation and inspection results shall be submitted together once per month and on the first day of the month for the preceding month, later if the first day is a weekend or holiday.
- 2.34.4 Time sheets are required to accompany invoice but signature by College personnel is not required.
- 2.34.5 The Contractor shall submit separate invoices for each Purchase Order issued.
- 2.34.6 Each invoice shall include the following information
- Contractor’s name;
  - Address;
  - Federal tax identification number;
  - Contract number, if applicable
  - Purchase Order number
  - Contract line number;
  - Unit price and extended price (unit price must match a contract line);
  - Description of goods provided and/or services performed.
  - Invoice Summary Sheet
- 2.34.7 The proper form of College invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The College reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the College, in its discretion deems appropriate.

**2.35 Payment**

- 2.35.1 Payment for labor provided under the contract shall be hourly based for both routine and non-routine. Hourly rates must be fully burdened.
- 2.35.2 The College will pay for floor work performed by the Contractor at the proposed price for each square foot of flooring serviced.
- 2.35.3 The College will pay for any approved subcontracted work arranged for and supervised by the Contractor at the subcontracted cost plus a markup rate proposed the Contractor.
- 2.35.4 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the College.
- 2.35.5 The College reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.

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**SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued**

**2.36 Cleaning Location and Schedule**

- 2.36.1 Cleaning location, schedule and scope are in accordance with and as outlines in these specifications Refer to Section 3 for details.
- 2.36.2 Cleaning schedules are established by the College designated representative or designee. Refer to Section 3 of these specifications for details.
- 2.36.3 Contractors are not authorized to change the established cleaning days or times. Requests for schedule changes are to be directed to the College designated representative or designee and are subject to approval.

**2.37 Contractor Response**

- 2.37.1 For emergency situations, the College may require unplanned services be provided by the Contractor. The College designated representative or designee or their designee may contact the Contractor and direct that they report to a specified building location within a two (2) hour period with all labor, supervision, supplies and materials necessary to complete the emergency work.
- 2.37.2 The Contractor is required to respond to all phone calls to requests from designated College personnel by phone within thirty (30) minutes, regardless of the hour.
- 2.37.3 Work that the Contractor fails to perform will be completed by the College and the cost of completing the work will be deducted from the Contractor's monthly invoice.

**2.38 Green Cleaning**

- 2.38.1 The Contractor shall include green cleaning as a training component in the training plan. Training shall include procedures, products and equipment that will be used to perform green cleaning.

**2.39 Bio Hazard Cleaning**

- 2.39.1 The Contractor shall provide cleaning staff with the required certification(s) to perform bio hazard clean-ups that include but are not limited to: blood, feces, urine, dead animals, animal feces, vomit, sewage backup, saliva, etc.
- 2.39.2 Contractors must provide an after- hour point of contact for reporting bio hazards which occur in buildings for which they are responsible. When a bio hazard is reported, Contractors must have cleaners on site within one (1) hour of receiving notice during regular business hours, 7:00 AM to 6:00 PM, Monday to Friday and within two (2) hours during non-business hours, 6:01 PM to 6:59 AM, Monday to Friday and on weekend days and holidays.
- 2.39.3 Biohazards performed by day porters while on duty or by cleaning crews already on site, will not be eligible for extra compensation. When biohazard clean-up requires a return to the site by a day porter or cleaning crew, the Contractor is eligible for extra pay. Extra pay will be at an hourly rate starting at the time of notification, from port-to-port.

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2.39.4 All soiled materials, personal protective equipment used to respond to and cleaning up a bio hazard shall be immediately disposed in the proper manner.

**2.40 Day Porter Service**

2.40.1 Day porter service will consist of performing a set of duties that are specific to an assigned building during a specified schedule each day. For several of the buildings where day porter service is required, the assigned staff will report directly to a building manager who will assign the required daily tasks.

2.40.2 The day porter shall have a mobile phone to enable continuous contact with their supervisor, the building manager and College personnel providing direction.

2.40.3 The day porter shall be provided with all necessary tools, equipment and supplies to perform any routine cleaning required.

2.40.4 The day porter shall be trained and equipped to perform bio - hazard cleaning and spot cleaning in the building to which they are assigned. Day porters shall be certified to perform bio - hazard cleaning.

2.40.5 The day porter will be required to perform meeting room setup/rearrangement if required by building assignment.

**2.41 Routine General Cleaning**

Requirements noted for cleaning activities in building areas are not all inclusive but mention requirements specific to an area. General cleaning requirements are described in earlier sections of the specifications.

**2.42 Specific Area Cleaning**

Requirements noted for cleaning in specific building areas are not all inclusive but mention requirements specific to an area. General cleaning requirements are described in earlier section 2.36 of the specifications.

**2.43 Estimated Quantities**

The estimated annual quantities/service hours stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The College reserves the right to add, change or delete services as deemed necessary.

**2.44 Transition of Custodial Contractors**

After award, and prior to the beginning of the contact term, a “Kickoff” meeting between the Contractor and the College will be held to discuss in detail several aspects of the contract and expectations of the Contractor in the performance of work at each facility. Following the “Kickoff” meeting, the College-designated representative or designee will schedule with the contractor(s), a tour of each building in the contract. Keys, for areas not accessible by access ID badge, will be issued just prior to building service startup time. Keys must be signed for and replacement cost for lost or not returned keys is the responsibility of the Contractor.

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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](mailto:vendor.proposals@montgomerycollege.edu) via one email, in two separate PDF file attachments, by 3:00 p.m. Eastern Daylight Time (EDT), on **May 3, 2022**. One attachment shall include the Technical Proposal, and the second attachment shall include the Price Proposal. Subject line of email must include "Offeror's Response to RFP No. e422-003, Custodial Services for the Central Services and Central Receiving Buildings".

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. References, Attachment A

d. Contractor Information Form, Attachment B

e. Contractor's Qualification Form, Attachment C

f. Subcontractor List, if applicable

g. Conflict of Interest Form, Attachment E.

h. Acknowledgement of receipt of Addenda, if applicable.

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

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

k. Company COVID-19 Vaccination Affirmation Form

l. Company Employee Vaccination Affirmation Form

**3.3 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.

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 The Offeror's Price Proposal with the lowest aggregate amount stated in Section 6, Price Proposal 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.
- 4.1.4 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)  
Proposals will be evaluated in two phases. Phase I assessment shall be based on the Technical proposal. Phase II shall be based on the price proposal. submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:
- Qualification, experience and technical competence of the Offeror (30%)
  - Qualification, experience and technical competence of the proposed staff (20%)
  - Training Plan: 10%
- 4.2.2 Price Proposal (40% of total maximum score)
- 4.2.3 Total Evaluated Score  
The technical score and the price score will be combined for a total evaluated score.



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**SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD**

**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 highest overall scored, responsive and responsible Offeror meeting or exceeding all RFP terms, conditions, and specifications. The award recommendation is subject to the approval by the College Board of Trustees. The College reserves the right to negotiate the pricing, if it is determined to be in the best interest of the College to do so.

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**SECTION 5 – TECHNICAL PROPOSAL FORM**

**To:** Montgomery College

**Re: RFP No: e422-003**  
**Custodial Cleaning Services for Central Services and Central receiving Buildings**

**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](mailto: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. e422-003”. 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** - Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions contained in this section will make the proposal non-responsive and be grounds for rejection of the entire proposal. Conditional proposals will not be accepted.

**PART 3** - Contractor acknowledges receipt of the following Addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

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**SECTION 5 – TECHNICAL PROPOSAL FORM - continued**

**PART 4** - The Contractor proposes to provide all of the necessary labor and insurance for the custodial services for the Central Services and Central Receiving buildings and associated work as indicated in the contract document as specified in the RFP 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 - PROPOSAL SUBMITTAL ATTACHMENTS**

**Technical Proposal Form and all Attachments include:**

- (1) Technical Proposal Form (Use Form provided in Section 5)
- (2) Contractor Reference (Use Form Attachment A)
- (3) Contractor Information Form (Use Form provided in Attachment B)
- (4) Contractor's Qualification Statement (Use Form Provided in Attachment C)
- (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
- (11) Company Employee Vaccination Affirmation Form

**PART 6** - 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 7** - 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.

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**SECTION 5 – TECHNICAL PROPOSAL FORM - continued**

**PART 8 - SIGNATURES:**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

By:  
SEAL IF A CORPORATION

\_\_\_\_\_  
Authorized Agent & Title (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(F.E.I.N.)

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**SECTION 6- PRICE PROPOSAL**

Offeror shall furnish the custodial services for the Central Services and Central Receiving Buildings in accordance with all terms, specifications/scope of work. Offeror must submit the prices for all line items to be considered for award; failure to do so will deem an offer non-responsive.

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

**Base Year**

Custodial Staff	Estimated Total Hours Per Year	Hourly Rate Per Person (\$)	Extended Price (\$)
Routine Service – Lead Custodian	2,288	\$ _____	\$ _____
Routine Service – Custodian	13,800	\$ _____	\$ _____

**Additional Hourly Services**

Hourly labor rates for additional routine custodial services which may be requested by the College, 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 etc. that is normal and customary (vehicles to be used to come/leave from the job site etc.). Hourly rates are applicable on an “on-site” basis. The hourly labor rates shall be firm and fixed for the first contract terms.

Hourly Rate of Routine Service-Custodial: \$ \_\_\_\_\_/hour.

**REMEMBER TO SIGN YOUR PROPOSAL**

An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror 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 \_\_\_\_\_

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**ATTACHMENT A – REFERENCES**

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

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

<b>REFERENCE 3</b>	
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

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**ATTACHMENT B – CONTRACTOR INFORMATION FORM**

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

B.2 Minority Contractor: Yes  No   
 If yes, please specify minority classification

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

B.4 Please list any exceptions taken to any terms and conditions listed in the 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

**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:
- 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)



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**ATTACHMENT C – CONTRACTOR QUALIFICATION FORM - continued**

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. Attach a copy of your organization’s business registration.

**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*)

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.

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**ATTACHMENT C – CONTRACTOR QUALIFICATION FORM - continued**

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

Individual’s name	Present Position	Years of Experience	Magnitude & Type of work	In what capacity?
1.				
2.				
3.				
4.				
5.				
6.				

**4.0 SIGNATURE**

4.1 Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Name of Organization:

\_\_\_\_\_  
By:  
Title:

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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)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**ATTACHMENT E – 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.

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**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.

**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.

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**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.

**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.

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**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.



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**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 disadvantage 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.

**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.

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**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, 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.

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

**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any 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. \_\_\_" 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.

**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.

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**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/](http://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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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

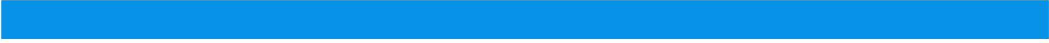
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BALTIMORE METROPOLITAN COUNCIL  
AGENCIES

- 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**



MWCOG Rider Clause  
Approval Form  
Sample

This form must be executed for any Participating Agency, both within and outside of the Mid-Atlantic Purchasing Team (MAPT) region, to use the MAPT Cooperative Rider Clause to ride solicitations and contracts.

*NOTE: Effective January 1, 2019, MWCOG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.*

-----  
Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

-----  
Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_

Lead Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

-----  
Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

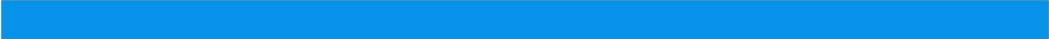
Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*

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<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](mailto:purchasing@mwkog.org)



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**ATTACHMENT H – 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](mailto: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:** \_\_\_\_\_

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**ATTACHMENT I – 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)

<b>Employee First Name</b>	<b>Employee Last Name</b>	<b>Montgomery College Site/Location</b>