

OFFICE OF PROCUREMENT
GENERATOR MAINTENANCE AND REPAIR SERVICES
RFP NO. e423-001
RFP CLOSING DATE AND TIME: AUGUST 8, 2022 AT 3:00 P.M.



ADDENDUM #2
ISSUED: AUGUST 4, 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 that reads 'Patrick Johnson'.

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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GENERATOR MAINTENANCE AND REPAIR SERVICES
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Questions	Answers
Are these generators easily accessible?	<i>All generators have reasonably easy accessibility.</i>
Are these generators located indoors or outdoors?	<i>Generators are located indoors and outdoors.</i>
Is manufacturer's warranty for parts acceptable?	<i>Yes. Manufacturer's guaranteed warranty period for repair/replacement parts is acceptable.</i>
Is there any generator on roof top or in the basement?	<i>No roof tops. A few located in basement and outside.</i>
Do you have available the model and serial number of each Generator?	<i>Yes, it is included in the RFP documents.</i>
Is it mandatory to have the assigned Technicians certified by each manufacturer when you have many manufacturers' equipment?	<i>No. The assigned technicians must have proven/sufficient experience to service all generators specified in the RFP documents.</i>
How long is annual load bank for?	<i>Two hours at 80% load.</i>
RFP says upon award, first quarterly inspection needs to be done within 2 weeks?	<i>First quarterly inspection and service shall be done as soon as possible, but not later than forty-five (45) days.</i>
Is each generator Diesel or Natural Gas?	<i>All generators are operated with diesel.</i>
What are the contractors' licensing requirements?	<i>Contractor must be licensed to provide generator maintenance and repair services in the State of Maryland.</i>

*****END OF QUESTIONS AND ANSWERS*****

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ADDENDUM NO. 1
ISSUE DATE: JULY 26 2022

THE PURPOSE OF THE ADDENDUM IS TO MODIFY REQUEST FOR PROPOSAL SCHEDULE DATES THROUGHTOUT THE RFP DOCUMENTS.

- Change virtual **Pre-Proposal Meeting** via Zoom from 10:00 a.m. (EST) on July 25, 2022 to **2:00 p.m. (EST) on July 28, 2022.**
Zoom Login Information:
<https://montgomerycollege.zoom.us/j/95034504423?pwd=R0tBWmZvbE41ZFNGaEQ2RIJLOGtGQT09>
Meeting ID: 950 3450 4423
Passcode: 391566
Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
- Change **Last Request for Information Due date** from 5:00 p.m. on July 29, 2022 to **5:00 p.m. on August 2, 2022.**
- Change **RFP Submission (both technical and price proposals) due date and time** from 3:00 p.m. on August 5, 2022 to **3:00 p.m. on August 8, 2022.**

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 **technical proposal submission**. Failure to return the signed Acknowledgement of Addendum may deem a proposal non-responsive

NOTE: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO.: e423-001

Generator Maintenance and Repair Services

All proposal responses MUST BE RECEIVED **electronically** in the Procurement Office by **3:00 PM local time on August 5, 2022**.

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

Proposal Bond Requirements: NONE

Performance, Labor and Material Bond requirements: NONE

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

Minority vendors are encouraged to respond to this proposal solicitation.

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

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

Patrick Johnson
Director of Procurement

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

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

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to establish a Firm Fixed Price contract with a Time and Material (T & M) option to provide Emergency Generator Maintenance and Repair Services at various Montgomery College facilities on both a scheduled and as needed basis with a qualified contractor, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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 deemed necessary in the College’s best interests.

July 19, 2022	Issuance of RFP Document
July 25, 2022	Pre-Proposal Meeting
July 29, 2022	Last Requests for Information Due
August 5, 2022	RFP Submission (both Technical and Price proposal) Due

1.3 Pre-Proposal Meeting

A virtual Pre-Proposal meeting via zoom is scheduled at 10:00 am (EST) on July 25, 2022. See following Zoom meeting join-in information as below:

<https://montgomerycollege.zoom.us/j/95034504423?pwd=R0tBWmZvbE41ZFNGaEQ2RIJLOGtGQT09>

Meeting ID: 950 3450 4423

Passcode: 391566

One tap mobile

+13017158592,,95034504423#,,,,*391566# US (Washington DC)

Dial by your location

+1 301 715 8592 US (Washington DC)

Meeting ID: 950 3450 4423

Passcode: 391566

Find your local number: <https://montgomerycollege.zoom.us/j/95034504423?pwd=R0tBWmZvbE41ZFNGaEQ2RIJLOGtGQT09>

1.4 Site Visit

All interested parties may contact the following College/Facilities representatives via emails to schedule visits to campus work locations.

Campus	Contact Person	Email Address
Germantown Campus	Anthony Berardino	Anthony.berardino@montgomerycollege.edu
Rockville/CT Campus	Richard White	Richard.white@montgomerycollege.edu
Takoma/Silver Spring Campus	Carlos Castillo	carlos.castillo@montgomerycollege.edu

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.5 Safety Requirements

Persons coming on campus for site visits and related matters 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>.

1.6 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted **electronically, no later than 3:00 p.m. on August 5, 2022** Eastern Daylight Time (EDT), to: vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time. No facsimile transmissions or email transmissions to other email address will be accepted.** In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise. See Section 3 Proposal Submission for full detailed submission instructions and requirements.

The proposal must be signed by an individual who has full authority from the Offeror to enter into a binding agreement on behalf of the Offeror so that a contract may be established as result of acceptance of the proposal submitted. By reference, the terms, conditions, and specifications set forth in the Request for Proposal shall serve as the contract terms, conditions, and specifications. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the College.

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1.7 Contact Information

Request for clarifications related to this solicitation shall be directed to George Varghese, Purchasing Agent at george.varghese@montgomerycollege.edu, not later than 5:00 p.m., on July 29, 2022. All relevant questions received by the noted deadline may be answered by issuance of an addendum. The Offeror shall not initiate contact with any other College representative about this RFP.

1.8 Addenda

The College will issue an addendum or addenda to all prospective Offerors known to have received the document, if deemed necessary. Verbal explanations or instructions given by a College employee to an Offeror in regards to this solicitation, will not be binding on the College. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offerors bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure>, and it is the responsibility of the Offeror to check this site accompany the Offeror's proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge addenda receipt does not relieve the Offeror from complying with all terms of any such addenda.

1.9 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.

1.10 General Conditions and Instructions

Offerors shall refer to, understand, and agree to Attachment F, General Conditions and Instructions, of this RFP. 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.

1.11 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form (Section 6). 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. 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.

1.12 References

Offerors must submit **three (3) references** from current or former customers **within the past five (5) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide the services required in this solicitation. The College reserves the right to reject a Proposal based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Offeror's services. If such contact

SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the non-responsive one.

1.13 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.

1.14 Proposal Evaluation

Proposals submitted in response to this solicitation will be evaluated as follows:

1.14.1 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:

- 1.14.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
- 1.14.1.2 Offeror is financially stable.

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

- 1.14.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
- 1.14.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/ Specifications.

1.15 Proposal Rejection

The College reserves the right to reject any or all offers received as the result of this proposal. Offers may be rejected for any of the following reasons if Offeror fails to:

- 1.15.1 Meet the mandatory specifications and requirements.
- 1.15.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.15.3 Supply appropriate and favorable client references.
- 1.15.4 Complete the Price Proposal page.
- 1.15.5 Sign the bid.
- 1.15.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.15.7 Demonstrate Generator maintenance/repair expertise, if sought by the College.

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1.16 Proposal Required Submittal List

See Section 3 for the proposal submission requirements.

1.17 Failure to Submit

Failure to provide any of the items noted in Section 3.2 may deem a proposal response non-responsive.

1.18 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.

1.19 Contract Award

Contract award will be made, in the best interest of the College, to the highest scoring, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College.

1.20 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order and Change Orders, if any, will form the contract. Offerors requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and 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.

1.21 Contract Term

The initial term of contract will be for one (1) year from date of award. At the sole discretion of the College, the contract may be renewed for four (4) one-year extensions, in compliance with the contract and with the same terms and conditions of the original contract, and as long as the contractor performance is satisfactory and funds are available for this purpose.

1.22 Contract Pricing

Submitted pricing must include all costs (including travel, mileage, shipping etc.) incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after proposal opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Offeror.

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1.23 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 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.

1.24 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Services as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

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

1.25 Notification of Change in Financial Condition

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

1.26 Insurance Requirements

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

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

Worker's Compensation Insurance, covering the contractor's employees as required by State of Maryland law with the following minimum limits:

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Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Commercial General Liability Insurance, excluding automobiles owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage:

\$300,000 combined single limit of bodily injury and property damage

-Contractual Liability – Premises and Operations

-Independent Contractors

Comprehensive Automobile Liability Insurance, providing bodily injury and property damage coverage for owned, hired vehicles, and non-owned vehicles with limits as follows:

Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property Damage:	\$300,000 each occurrence

Additional Insured - Montgomery College shall be named as an additional Insured on all liability policies.

These coverage's and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60) calendar days' notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.

The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

1.27 Certificate of Liability Insurance

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College **Contract No.: e423-001**. Current certificates must be provided to the College throughout the contract term.

1.28 Termination of Insurance

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

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1.29 Contract Assignment

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

1.30 Contract Deadlines and Failure to Deliver

The awarded 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.

1.31 Confidentiality

The awarded 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 information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.32 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. Such corrections are not made within the specified period, the College may terminate the contract for default.

1.33 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.

1.34 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

SECTION 1 - PROPOSAL AND CONTRACT INFORMATION

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

1.35 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.

1.36 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.

1.37 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.

1.38 Resilient

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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1.39 Tax Exemption

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

SECTION 2- BACKGROUND AND SPECIFICATION/SCOPE OF WORK

2.1 Background

Montgomery College is Maryland's second oldest community college. Founded in 1946, the College serves more than 55,000 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 2,500 faculty, administrators, and staff.

It is the intent of this solicitation to establish a contract to provide periodic inspection, testing, minor/major repair or modifications of specified and other associated equipment, in order to keep the generators operating to the performance standards as designed by the original equipment manufacturer. The work under the Contract include three categories: (1) quarterly inspection, testing and minor repairs; (2) additional work for major repairs and modifications; (3) emergency services.

2.2 Offeror's Qualification Requirements

- 2.2.1 Offerors must have a minimum of **five-year experience** regularly engaged in providing commercial generator maintenance and repair services to the types of generators listed and to the extent as defined in the scope of services. Offerors having prior successful work experience providing Generator Maintenance and Repair Services to a higher education institution similar in size and scope to Montgomery College is preferred, but not required.
- 2.2.2 **Contractor shall propose one permanent technician for each facility location, or assign the same individual to service all facility locations with a back-up technician during the contract term.** The proposed technician(s) shall be trained in all aspects of the system, certified and approved by the generator manufacturers, and must have **at least five-year field experience** in providing commercial generator maintenance and repair services to the types of generators listed and to the extent as defined in the scope of services. Any manufacturers' certification and training, and/or association certification, such as EGSA (Electrical Generating System Association) certification received by the assigned technician(s) and the back-up technician must be included in the technical submission.
- 2.2.4 Successful Offeror must provide supervision, insurance, material, supplies, equipment, vehicles, and qualified personnel to insure competent performance of the services in the required time-period, as described in this Request for Proposal. The successful Offeror must have sufficient resources to respond to more than one job location at any given time should the need arise. In addition, Successful Offeror's employee must be fluent in English and able to communicate effectively and courteously with College community.

2.3 Service Requirements

All preventive and repair services shall be performed in a manner consistent with National Fire Protection Association standards for emergency and standby power systems and in accordance with the original equipment manufacturer maintenance guidelines.

SECTION 2 – BACKGROUND AND SPECIFICATION/SCOPE OF WORK

2.3.1 Quarterly Inspection, testing and minor repairs

Except for annual transfer switch inspection, all other inspection and test procedures must be performed quarterly. Within two (2) weeks of contract award or notice to proceed, whichever is later, the Contractor must commence the first inspections and tests. Any filter, fluid or other device scheduled for yearly replacement must be replaced on the first inspection, and then as applicable scope of services specifies. The next sets of tests and other tests must start at three (3) month (quarterly) intervals from the completion of the last set of tests.

The Contractor shall provide all required materials needed to perform the inspection and tests at no additional cost to the College. These include lube oil, coolant, hoses, tubes, indicator lights, filters, belts, ignition plugs, etc.

The service must include but need not be strictly limited to the following:

- Perform one major annual maintenance service, and three quarterly service visits on all equipment.
- Change oil and filter annually.
- Clean engine, crank case breather and check engine/generator alignment.
- Lubricate all door locking, latching mechanism, the governor linkage, and check governor response on ramp to rated speed for proper adjustments.
- Check for signs for leaking nozzles, and advise on course of actions.
- Pressure check/test cooling system and check for proper inhibitor balance or freeze protection.
- Check generator slip rings and brushes for wear and proper conditions. Lubricate generator bearings by using lubricant specified by manufacturer.
- Check line to line voltage and adjust voltage regulator to specifications.
- Start and run the units for sufficient time to achieve normal operating temperature and verify that the engine thermostat is operating properly.
- Visually inspect all belts and hoses to verify they are fully serviceable.
- Verify that fluids (Oils, Coolant, etc.) are at current operating level, and top-off, if necessary.
- Pressure test the coolant system and verify that it will help and maintain OEM specified pressure without leak.
- Verify that the fuel tank is at 50% full and all flexible fuel line in good working condition.
- Verify all exhaust components are operating good.
- Disconnect, clean and reconnect all starting battery connections.
- Open exhaust condensate trap and drain possible water out of the system, if applicable
- Run units for 15 minutes to check oil pressure, fuel pressure, charging amps, voltage and frequency. Engine temperature shall be recorded.
- Perform a load bank test is to be performed on each emergency generator at 80% of the generator's rated capacity to test engine run temperature in order to clean carbon and sludge deposits. This test should be performed once a year at a time decided by the Contract Administrator, preferably at the same time with the transfer test when students are away.
- Collect fuel and oil samples and analyze and report. Inspect all vital parts of engine and generator, including belts.

SECTION 2 – BACKGROUND AND SPECIFICATION/SCOPE OF WORK

2.3.2 Additional Work for major repairs and modification

Contractor may be required to perform major repairs, alternations or services to the listed generators when necessary, resulting from periodic inspection and testing, or for other reasons. The Contractor shall inspect the work needed and provide a “Not-To-Exceed” written cost estimate to perform the work. Written estimate must be signed and approved by the Contractor, and includes a brief description of the work, estimated labor hours, material costs and estimated completion date. The Contractor shall proceed with the work upon approval by the Contractor Administrator and authorized by a written purchase order. Final billing for the work shall include the actual labor and materials for the work. Labor must be billed at the hourly rate specified in its Price Proposal. The College does not guarantee the use of this service. The College reserves the right to negotiate the price for any work estimated to cost over \$2,500, or obtain competitive bids for any work estimated to cost over \$10,000.00.

The Contractor is required to respond to service calls within two (2) hours and arrive on-site within six (6) hours of the call being made to the Contractor.

2.3.3 Emergency Services

The Contractor shall make available emergency service on a 24-hour, 7-day/week basis. The College reserves the right to specify what constitutes the emergencies. The Contractor shall furnish the College the name and phone number of the individual(s) to contact for emergency service. This service requires a live telephone answering service with the capability of immediate contacting operating personnel at all times. Recorded telephone answering service is not acceptable. The records of emergency calls placed by each campus per month for the previous year may be available for inspection upon request. Emergency services will comply with all requirements of the scope of services. Labor shall be billed at the hourly rates provided by the Contractor in its price proposal.

The Contractor is required to respond to emergency repair calls within thirty minutes and arrive on-site within two (2) hours of the call being made to the Contractor.

2.4 Service Report

- 2.4.1 Contractor shall develop a check list and report for each type of maintenance to be performed. After completion of service, the Contractor shall furnish the report to the Contract Administrators for signature within three (3) business days via email or in person.
- 2.4.2 After each maintenance service, the Contractor shall submit a list of recommended repairs or additional services to the College as part of the service report for each unit. All parts, components or devices that are worn, or not in proper operational condition shall be repaired, or at College option, replaced with new parts. Minor repairs shall be included in the maintenance services. For the life of this contract, the Contractor may be required to provide, on a time and material based unscheduled repairs to the Generators. All labor and materials used shall be documented on the Contractor’s service reports.

SECTION 2 –BACKGROUND AND SPECIFICATION/SCOPE OF WORK

2.5 Contract Administrators

Contractor must notify the following contract administrators at each Campus Facilities Office at least 24 business hours prior to scheduling maintenance and check in at that office during regular business hours (Monday-Friday, 7:30 am – 4:00 pm). For services outside of regular business hours, the Contractor must check in with the appropriate Campus Security Office:

Germantown Campus Facilities

Goldenrod Building (GB)
Suite 113
20271 Goldenrod Lane
Germantown, MD 20876
College Contact: Mr. Anthony Berardino
Phone: 240-567-2021

Germantown Campus Security Office

Science and Applied Studies Building (SA)
Room 287
20200 Observation Drive
Germantown, MD 20876
Phone: 240-567-7777

Rockville Campus/CT Facilities

Science Center (SC)
Room 102
51 Mannakee Street
Rockville, MD 20850
College Contact: Mr. Richard White
Phone: 240-567-2337

Rockville Campus Security Office

Counseling and Advising Building (CB)
Room 102
51 Mannakee Street
Rockville, MD 20850
Phone: 240-567-5111

Takoma Park/Silver Spring Campus Facilities

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

Takoma Park/Silver Spring Campus Security Office

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

2.6 Contract Hours of Performance

2.6.1 Service shall be as scheduled or on an as-needed basis and upon direction of the Contract Administrators or designees. The Contractor must be available for 24 hours a day and seven days a week. All work shall be performed by competent technicians experienced in commercial generator service. All work shall be first class in accordance with good commercial practice. The Contract regular working hours will be 7:30 a.m. – 4:00 p.m., Monday through Friday, excluding weekends and holidays. Offerors must indicate clearly in its Proposal if their regular working hours are different. The College will not be responsible for any overtime payment if any Offeror fails to do so. Contract holidays will be determined and agreed upon both parties at the contract kick-off meeting after the contract award.

SECTION 2 – BACKGROUND AND SPECIFICATION/SCOPE OF WORK

- 2.6.2 Designated service dates for quarterly inspection, testing and minor repairs will be determined after contract award, but prior to contract start date. The Contractor is required to perform the services during the Contract regular working hours, unless previous arrangements are made with the Contract Administrators and only if deemed necessary. Any services after the regular working hours must be approved by the Contract Administrators in advance.
- 2.6.3 Additional work for major repairs and modifications and emergency services must be approved by the College Contract Administrator and authorized by a written Purchase Order issued by the Office of Procurement, prior to start of work, and will be billed at the applicable rate(s) stated in the Price Proposal. Overtime must be authorized by the Contract Administrators prior to start of work.

2.7 Service Requirements

Contractor's employees shall have visible company identification on their person at all times while on College property. The Contractor service representative must check in and out with the appropriate College user representative on the scheduled workdays for each service. The Contractor must provide a work ticket summarizing the service provided, to the appropriate College Contractor Administrator or designee at each service location for each service completed on the date of the visit, before leaving the site.

2.8 Compliance with Laws:

- 2.8.1. Offeror hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified.
- 2.8.2 Offeror shall procure, at its expense, all licenses, permits, insurance and government approval, if any, necessary to the performance of its obligations under this contract.
- 2.8.3 Offeror agrees to comply, at no additional expenses, with applicable executive orders, federal, state, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time.

2.9 Safety

The Contractor shall provide all required personnel and equipment safety, and enforce safety standards for performing this service.

2.10 Documents, Materials and Data

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

SECTION 2 – BACKGROUND AND SPECIFICATION/SCOPE OF WORK

2.11 Protection of Existing Facilities

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

2.12 Materials Storage and Clean Up

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

2.13 Stored Equipment

The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. The Contractor shall provide the College with evidence of such insurance.

2.14 Warranty Guarantee

The Contractor warrants and guarantees that all materials, parts and components to be furnished under this proposal are free from defects in workmanship and materials. The Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at its own expense and at no expense to the College any or all labor, transportation, part or parts of the equipment or materials to be furnished under this Proposal which are or become defective due to such defects within twelve (12) month after date of receipt by the College within ten (10) business days after receipt of notification of such defects.

2.15 Defective Material

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

2.16 Substitution and Replacement of Contract Personnel

2.16.1 The Contractor shall provide the College with a substitution request that include (1) a detailed explanation of the reason(s) for the substitution request, the resume and evidence of manufacturer certifications and training, as well as any association certification of the proposed substitution. The Contractor shall demonstrate to the College's satisfaction that the proposed substitute has the qualifications at least equal to the Contractor's personnel proposed to be replaced.

2.16.2 The College has the right to direct the Contractor to replace any Contractor personnel who, in the sole discretion of the College, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or College policies, or Contract requirements. A directed personnel

SECTION 2 – BACKGROUND AND SPECIFICATION/SCOPE OF WORK

replacement will occur after the prior notification of problems with the requested remediation. Should performance issue persist despite the remediation, if deemed appropriate, the College will provide fifteen (15) days advance notice to the Contractor to remove the Contractor's personnel.

2.17 Payments

Payment shall be made in net 30 days, upon receipt of the invoice, no later than the first day of the month for all work performed and completed during the previous month. Invoices for services based on the time and material shall be supported by service tickets, and approval signature of the college Contract Administrator(s). 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. Each invoice shall include the College purchase order number and college user contact person, and shall be itemized by date of service, service location and address, fixed price or unit price and total invoice amount.

All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Blvd., Rockville, Maryland 20850, or by e-mail to AccountsPayable@montgomerycollege.edu.

2.18 Contract Kick-off Meeting

The Contractor will be required to attend the contract kick-off meeting with the College Contract Administrators and the Procurement Office after the contract award, and prior to start of the services. The Contractor's assigned technician(s) and the service/account representative shall be present at the meeting.

2.19 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. The College shall have the right to add or decrease the generator quantity and service intervals under the Contract at any time during the Contract period.

SECTION 3 – PROPOSAL SUBMISSION

3.1 Proposal Submission

A submittal consisting of the Technical Proposal and the Price Proposal, **in labeled separate envelopes**, is required when responding to this Request for Proposal. Envelopes must be marked Technical Proposal or Price Proposal. **One (1) original hard copy of Technical Proposal, and one (1) original hard copy of the Price Proposal are required.** *Originals* should be bound with binder clips or placed in three-ring binders, no spiral binding; copies may use any form of binding. Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, and the closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 3.3, Submittal Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions; failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

3.2 Required Submittals

3.2.1 **Technical Proposal** to include the following:

- a. Transmittal 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. Proposed Plan for Quarterly Inspection, Testing and Minor Repairs
- g. Proposed Quality Control Program
- 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

3.2.2 Price Proposal

SECTION 3 – PROPOSAL SUBMISSION

3.3 Submittal Outline

3.3.1 **Technical Proposal** submission shall be organized in the following manner:

- **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, the address of the main office and all other office locations, the single designated Contractor's Account Representative who will be responsible to serve the College and his/her office locations. 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. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.
- **TECHNICAL PROPOSAL FORM**
Offerors shall complete the TECHNICAL PROPOSAL FORM provided in Section 5 and submit all required attachments.
- **CONTRACTOR INFORMATION FORM**
Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment A.
- **CONTRACTOR'S QUALIFICATIONS STATEMENT**
Offerors shall complete the CONTRACTOR'S QUALIFICATION STATEMENT provided in Attachment B and include all required attachments.
- **REFERENCES**
Offerors must complete REFERENCES form provided in Attachment C to submit **three (3) references** from current or former customers **within the past five (5) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates.

Cited references must be able to confirm, without reservation, the Offeror's ability to provide the services required in this solicitation. The College reserves the right to reject a Proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services. If such contact cannot be established with any individual reference after three attempts, the Offeror must provide an additional reference to replace the nonresponsive one.
- **PROPOSED PLAN FOR QUARTERLY INSPECTION, TESTING AND MINOR REPAIRS**
Provide a plan for quarterly inspection, testing, and minor repairs.

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SECTION 3 – PROPOSAL SUBMISSION

- **PROPOSED QUALITY CONTROL PROGRAM**
Provide a Quality Control Program describing your company procedure on how high-quality services are assured.
- **SUBCONTRACTOR LISTING, IF APPLICABLE**
- **SIGNED ACKNOWLEDGEMENT IN RECEIPT OF ADDENDA, IF APPLICABLE**
- **MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**
Use Form provided in Attachment G. This is an optional submission.

3.3.1 Price Proposal

The price(s) offered on the Price Proposal Form must include all charges and costs including travel and other reimbursable costs 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.

SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation Process

Technical Proposals will be opened first and reviewed. Technical proposals will be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those 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. Proposal information will be evaluated and scored by the College, and its decision will be final.

Price Proposals, from only those Offerors who achieve a minimum 70% of total available technical scores, will then be opened and reviewed.

The Offeror with the highest overall scores of technical and price proposals will be recommended for contract award.

4.2 Evaluation Criteria

The evaluation will be based on the following criteria:

4.2.1 Technical Proposal (60% of total score)

Technical Proposals will be evaluated by the College Selection Committee based on the following criteria:

- Qualifications and relevant experience of firm (20% of total score)
- Qualifications and relevant experience of the Proposed Technician(s) assigned to the Contract (20%)
- Proposed Maintenance Plan (10% of total score)
- Quality Control Program (10% of total score)

4.2.2 Price Proposal (40% of total score)

Price Proposals, from only those Offerors who achieve a minimum 70% of total available technical scores, will then be opened and reviewed. Offeror's Price Proposal will be evaluated with the lowest responsive and responsible proposal price awarded the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal. The College reserves the right to negotiate the pricing, if it is determined to be in the best interest of the College to do so.

4.3 Contract Award

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.

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SECTION 5 - TECHNICAL PROPOSAL FORM

**Re: Technical Proposal
Generator Maintenance and Repair Services**

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

From: _____
(Offeror's Name)

PART 1 - Offeror must submit one (1) electronic and one (1) hard copy of the Technical Proposal Form and all attachments (see PART 4 – Technical Proposal Submittal Attachments).

PART 2 – Offeror acknowledges receipt of the following addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

PART 4 – TECHNICAL PROPOSAL SUBMITTAL ATTACHMENTS

(Submit **one (1) electronic and one (1) hard copy** accordingly, of the Technical Proposal Form and all Attachments)

- (1) Technical Proposal Form (Use Form provided in Section 5)
- (2) Contractor Information Form (Use Form provided in Attachment A)
- (3) Contractor's Qualification Statement (Use Form Provided in Attachment B)
Complete Contractor's Qualification Statement and provide required all attachments. Use separate sheets as necessary if insufficient space provided in the form.
- (4) References (Use Form Provided in Attachment C)

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SECTION 5 - TECHNICAL PROPOSAL FORM

Complete References Form contained in Attachment C as described in Section 3 to comply with this submission.

- (5) Proposed Plan for Quarterly Inspection, Testing and Minor Repairs
- (6) Proposed Quality Control Program

Attach a Quality Control Program statement as described in Section 3.

- (7) Subcontractor list, if applicable
- (8) Signed Acknowledge in receipt of Addenda, if applicable

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

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

PART 7 - SIGNATURES:

_____ (Company Name) _____ (Date)

_____ (Address)

_____ (Telephone Number)

_____ (Facsimile Number)

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SECTION 5 – TECHNICAL PROPOSAL FORM

By:
SEAL IF A CORPORATION

Authorized Agent & Title (Print)

Signature

(F.E.I.N.)

(Maryland Contractor License Number)

(Contact Email Address)

BE SURE TO SIGN YOUR PROPOSAL

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SECTION 6 – PRICE PROPOSAL FORM

6.1 Quarterly Inspection, Testing and Minor Repairs (Fixed Price)

Offerors are required to quote the pricing for the first-year contract amount for Inspection, Testing and Minor Repairs of following diesel, natural gas and bi-fuel generators at various College facilities. The price shall include all the costs associated with the services. The College will NOT pay additional costs for travel, fuel, mileage etc. The College shall have the right to add or decrease the generator quantity and service intervals under the contract at any time during the Contract period. Notice of such changes shall be in writing. Price may be negotiated for additional equipment and services to be included in the Contract.

Central Services Building (CT): 9221 Corporate Boulevard, Rockville, MD 20850

BUILDING	MAKE	MODEL	ANNUAL AMOUNT
Rockville/CT Building	1- Onan	200DFPL31443M	
		<i>Subtotal Amount</i>	\$

Germantown Campus: 20200 Observation Drive, Germantown, MD 20876

BUILDING	MAKE	MODEL	ANNUAL AMOUNT
CG	1- Kohler	25DREOZJC	
HS	1- Generac	SDO130-K367	
HT	1- Caterpillar	SR4	
PK	1- Generac	SDO100-G364	
SA	1- Kohler	60REOZJB	
BE	1- MTU	DS00200D6SRAKO674	
		<i>Subtotal Amount</i>	\$

Rockville Campus: 51 Mannakee Street, Rockville, MD 20850

BUILDING	MAKE	MODEL	ANNUAL AMOUNT
CC	Detroit Diesel Generator	200DSEJB	
	John Deere Engine	6081AFOOI	
	Detroit Diesel ATS 1	SCT-ACVA0104S	
	Detroit Diesel ATS 2	SCT-ACVA-0600S	
CS	1- Cummins Generator	DQDAA -5789882	
	1- Cummins Engine	QSL9-G3NR3	
	1- Cummins ATS	OTPCE-5789881	

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SECTION 6 – PRICE PROPOSAL FORM - continued

BUILDING	MAKE	MODEL	ANNUAL AMOUNT
HU	1 -MTU Generator	DS00080D65PAK0574	
	1- John Deere Engine	PE4045L241281	
	1 –Asco ATS 1	Series 300	
	1- Asco ATS 2	Series 300	
	1- Asco ATS 3	Series 300	
MT	1- Kohler Generator	125REOZJB	
	1- John Deere Engine	6068TF250	
	1- Kohler ATS 1 KCT-	AMVA 0070S	
	1-Kohler ATS 2	KCT-AMTA 0104S	
	1- Kohler ATS 3	KCT - AMTA - 0230S	
	1- Kohler ATS 4	KNT -AMV A-0800S	
	1- Kohler ATS 5	KNT -AMV A-0800S	
MK	1- Transonic Generator	282FDRI000AAW	
	1- Allis Chalmers Engine	320	
	1- Asco ATS	94037034XC	
	1- MTU generator	4R0120 DS125	
	1- Daimler Engine	OM924LA	
	1- Asco ATS 1	D03ATS B30150N G0C	
	1- Asco ATS 2	E03ATS C30260NG0C	
PA	1- Kohler Generator	50REOZJB	
	1-John Deere Engine.	4045TF270	
	1-Kohler ATS	KCT-ACVA-0230S	
SE	1- MTU Generator	250RJC6DT3	
	1- John Deere Engine	6090HF485	
	1- Asco ATS 1	7000 Series	
	1- Asco ATS 2	7000 Series	
SW	1- Kohler Generator	100REOZJF	
	1- Joh Deere Engine	4024HF285	
	1- Kohler ATS 1	KGS-DMVA-0150	
	1- Kohler ATS 2	KGS-DMVA-0150	
	1- Clarke Fire Pump	JU4F	
	1- John Deere Engine	4045DF120	
SV	1- Kohler Generator	15R82	
	1- Caterpillar	D200-2	
		<i>Subtotal Amount</i>	\$

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SECTION 6 – PRICE PROPOSAL FORM - continued

Takoma/Silver Spring Campus: 7600 Takoma Avenue, Silver Spring, MD 20912

BUILDING	MAKE	MODEL	ANNUAL AMOUNT
CU	1- Cummings	DSHAD-5962063	
SN	1- Kohler	60REOZJB, 2141846	
ST	1- Detroit Diesel	350DSE	
WG	1- Kohler	250REOZJD	
		<i>Subtotal Amount</i>	\$

GRAND TOTAL (adding up all the subtotals above): _____

The Grand Total will be used for the evaluation purpose only, and should not be interpreted as an estimated contract value.

This is the total cost of Category A to provide quarterly inspection, testing and minor repairs in accordance with contract scope of services for a period of 12 months.

Warranty Period: Not less than 90 days. If less than 90 days, your bid may be rejected as non-responsive. If Warranty Period is greater than 90 days, please indicate: _____.

6.2 Labor Rates for Additional Work for Major Repairs and Modification and Emergencies (Time & Material)

Indicate your firm’s labor rates for providing services not covered under the Quarterly inspection, testing and minor repairs. Labor rates shall include all direct and indirect overhead costs including but not limited to the general and administration cost, materials, transportation of workers, material acquisition, handling, delivery or movement of contract owned or rental equipment.

“Generator Technician” trade classification may not directly correspond with Offeror’s in-house classification. Labor rates shall be paid on the basis of time on the job site. The College guarantees the Offeror a minimum service charge of three (3) hours per service call. The College will not pay for additional travel, fuel, mileage associated with the services.

Regular time is defined as Monday to Friday, 7:00 a.m. to 4:00 p.m. Over time defined as Monday through Friday, 4:00 p.m. to 6:59 a.m., Weekends and College holidays.

Item No.	Item Description	Unit Measure	Unit Price (Regular)	Unit Price (Overtime)
1	Generator Technician	Hour		

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SECTION 6 – PRICE PROPOSAL FORM - continued

6.3 The Offeror must fill out the percentage (%) off all current Manufacturer’s Suggested Retail Price (MRSP) for all billable materials, supplies and equipment.

Please designate your percentage off MRSP for all billable materials, supplies and equipment: _____%

Contractor’s Normal Business Hours: _____

Contractor’s Normal Business Hours Service Contact: _____ Tel. No.: _____

Contractor’s Twenty-Four (24) Hour Emergency Service Contact: _____ Tel. No.: _____

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. The cost for travel to each location shall be include in the above unit cost. The College does not pay fuel surcharges. 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.

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 of Signatory _____

Title of Signatory _____ Signature of Signatory and Date _____

Mail Address _____ Telephone Number _____

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ATTACHMENT A – REFERENCES

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

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

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

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

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ATTACHMENT B: CONTRACTOR INFORMATION FORM

A.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.

A.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

A.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

A.5 Please provide the following information

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

Company Name Name Authorized Signature & Date

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ATTACHMENT C – CONTRACTOR’S QUALIFICATION STATEMENT

SUBMITTED TO: Office of Procurement
MONTGOMERY COLLEGE
ADDRESS: 9221 Corporate Boulevard0
Rockville, MD 20850

SUBMITTED BY:
TITLE:

COMPANY NAME:
ADDRESS:

PRINCIPAL OFFICE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

NAME OF PROJECT: RFP NO.: e423-001, GENERATOR MAINTENANCE AND REPAIR SERVICES

1.0 ORGANIZATION

- 1.1 How many years has your organization been in business to provide Generator Maintenance and Repair Service?

- 1.2 If your organization is a corporation, answer the following:
 - 1.2.1. Date of incorporation:
 - 1.2.2. State of incorporation:
 - 1.2.3. Officer’s Names and Titles:

- 1.3 If your organization is a partnership, answer the following:
 - 1.3.1. Date of organization:
 - 1.3.2. Type of partnership (if applicable):
 - 1.3.3. Name(s) of general partner(s):

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ATTACHMENT C – CONTRACTOR’S QUALIFICATION STATEMENT

1.4 If your organization is individually owned, answer the following:

1.4.1. Date of organization:

1.4.2. Name of owner(s):

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

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

2.0 LICENSING AND CERTIFICATION

2.1 Attach a copy of your organization’s current State of Maryland business registration.

2.2 Attach all available manufacturer’s certificate and training for the Proposed service technician(s)

2.3 Attach association certification, such as EGSA (Electrical Generating System Association) if any.

3.0 CAPABILITIES AND EXPERIENCE

3.1 Describe your firm’s capabilities and experience in the field of commercial generator maintenance and repair services. List the make and the type of commercial generators your firm serviced in the past three years.

3.2 List the name and describe previous relevant experience of the proposed primary and back-up service technician(s) who will be assigned to the Contract in providing the services specified in the Scope of Service. In addition, provide training, experience credentials/a list of similar jobs completed, and copy of certificate to proof their ability to provide the proposed services. Attach resumes, training and/or other documentation demonstrating the qualifications and technical competence of proposed technician(s).

3.3 Please describe in detail any additional unique business features, special services or other value services your firm would provide which have not already been discussed, and why the College might benefit from them.

3.3 Has your organization ever failed to complete any contract awarded to it? (If answer is yes, please attach details.)

NO

YES (*attach details*)

3.4 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*)

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ATTACHMENT C – CONTRACTOR'S QUALIFICATION STATEMENT

3.5 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*)

4.0 SIGNATURE

4.1 Dated this ____ day of _____, 2022.

Name of Organization:

By:

Title:

5.0 NOTARY

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

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

Notary Public:

My Commission Expires:

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ATTACHMENT D – NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned solicitation for the following reason(s):

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Title

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ATTACHMENT E – CONFLICT OF INTEREST FORM

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 Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

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

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

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

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

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be no substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty-eight (48) hours after receipt of the performance bond.

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

CANCELLATION Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

CONFLICT OF INTEREST No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

CONTINGENT FEES Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

CONTRACTOR IDENTIFICATION Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

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CONTRACT TERMINATION The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

CONTRACTORS This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

DELIVERY AND PACKING All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Boulevard, Rockville, Maryland 20850.

ERRORS IN BIDS Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

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

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

MARYLAND PUBLIC INFORMATION ACT Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

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

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

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

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

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

NON-VISUAL ACCESS The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor’s performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

PREPARATION OF BID Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

RECORD RETENTION If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder’s experience with projects that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

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

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE



Cooperative Rider Clause

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

Format

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

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

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

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

**MONTGOMERY COLLEGE OFFICE OF BUSINESS SERVICES
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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE RIDER CLAUSE

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

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

School Systems

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

BALTIMORE METROPOLITAN COUNCIL
AGENCIES

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

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE 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 _____

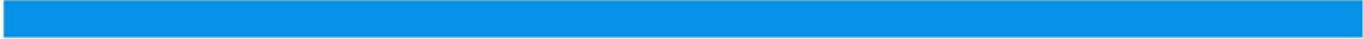
Phone _____ Email Address _____

See questions on next page.

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE RIDER CLAUSE

MID ATLANTIC PURCHASING TEAM RIDER CLAUSE



<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@mwcog.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.
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)

Employee First Name	Employee Last Name	Montgomery College Site/Location

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