



MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT  
TRASH COMPACTOR  
RFB NO.: E424-004  
RFB CLOSING DATE AND TIME: SEPTEMBER 27, 2023 @ 3:00 PM  
ADDENDUM #2  
ISSUED: SEPTEMBER 22, 2023

THE PURPOSE OF THIS ADDENDUM IS TO PROVIDE AN ANSWER TO THE FOLLOWING REQUEST FOR CLARIFICATION.

Item 2-1 Question: If a 38yd compactor is acceptable at 25’ 10” in length. What is the max length for an acceptable compactor?

Answer: Compactor size must fit the design of the waste area, must be accessible to be installed and be serviceable. Please refer to Section 2.3, Section 2.4.4 and drawings included in Attachment I of the solicitation documents.

Patrick Johnson, MBA, CPPB  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and include in the bid submission. Failure to return this Acknowledgment of Addendum may deem a bid nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF AN ADDENDUM WILL NOT BE ACCEPTED BY FACSIMILE.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature



**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT  
TRASH COMPACTOR  
RFB NO.: E424-004  
RFB CLOSING DATE AND TIME: SEPTEMBER 27, 2023 @ 3:00 PM  
ADDENDUM #1  
ISSUED: SEPTEMBER 20, 2023**

**THE PURPOSE OF THIS ADDENDUM IS TO MAKE CHANGES TO THE BID DOCUMENTS AND PROVIDE ANSWERS TO REQUESTS FOR CLARIFICATION AS FOLLOWS.**

Item 1-1 To **extend** the bid closing date and time from 3:00 PM on September 25, 2023 to **3:00 PM on September 27, 2023**.

Item 1-2 Question: I see the specification is for a 38YD Self Contained compactor. I wanted to verify that the hauler can accommodate a compactor this size as it is not a standard length in the industry. There are roll off trucks out there that can accommodate but not aware of any in this area. The standard in the industry in the area 35YD Self Contained Compactors. Please let me know how you would like me to proceed.

Answer: It has been confirmed that a 38YD compactor can be serviced.

Item 1-3 Question: What is Line 3 on the Price Proposal Form. We own our own Forklift and would bring it to the site for the installation no rental needed. Should I list it “included” under the pricing?

Answer: Please fill out Line 3 pricing on the Price Proposal Form pas “no rental needed”.

Item 1-4 Question: Line 4 on the Price Proposal Form. Every installation we include Operational Demonstration and Safety/ User Training. The only time we would charge for Training would be if we must make a second trip. Do you have a certain amount of time you want your team to be trained? I would think an hour would suffice on the day of installation. Or should I write included in the installation?

Answer: One hour is sufficient for user training and should be marked as included if it is part of the overall price.

Item 1-5 Question: Section 2.4.3 – You call out “One (1) 5’ Angle Guides with/Wheel Stops” and “Steel channel tracks or stops included”. Why do you need both? If your goal is to protect the concrete and stop the compactor “Steel Tracks with stops” would work fine you would not need the 5’ angle guides with/wheel stops. If you are going with the steel tracks with stops we would need to know the length that you would like?

Answer: Please delete “Steel Channel tracks or stops included” in Section 2.4.3 on Page 10 of the solicitation documents.

*Patrick Johnson*

---

Patrick Johnson, MBA, CPPB  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and include in the bid submission. Failure to return this Acknowledgment of Addendum may deem a bid nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF AN ADDENDUM WILL NOT BE ACCEPTED BY FACSIMILE.**

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Company Name

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Authorized Signature

---

Date

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Printed/Typed Signature



Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR BID (RFB)**

**RFB NO.: e424-004**

**TRASH COMPACTOR**

All proposals **MUST BE RECEIVED electronically** by **3:00 PM** Eastern Daylight Time (EDT) on **September 25, 2023**.

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

**Bid Bond Requirements: NONE**

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

**Pre-Bid Conference: NONE**

**MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

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

A handwritten signature in black ink that reads 'Patrick Johnson'.

Patrick Johnson, MBA, CPPB  
Director of Procurement

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

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

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TRASH COMPACTOR  
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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Bid to provide Montgomery College with a trash compactor in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFB will be referred to as “Bidder”. The Bidder to whom the contract is awarded will be referred to as the “Awardee”.

**1.2 Electronic Bid Submittal Due Date**

All responses to this Request for Bid must be submitted **electronically**, no later than **3:00 p.m. on September 25, 2023** Eastern Daylight Time (EDT), to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time. No facsimile transmissions or email transmissions to other email addresses will be accepted.** In the event that the College is closed on the RFB closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise. See [Section 3 Proposal Submission](#) for full detailed submission instructions and requirements.

**1.3 Online Public Bid Opening**

An online public bid opening will be conducted at 3:00 p.m. on September 25, 2023 via Zoom video conferencing. Bidding firms are encouraged but not required to attend bid opening. See Zoom meeting call-in details below.

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/94156294433?pwd=RIYyZzhuWUM5cWorcFNyTWE1d3JjUT09>

Meeting ID: 941 5629 4433

Passcode: 708662

One tap mobile

+13017158592,,94156294433#,,,,\*708662# US (Washington DC)

+13126266799,,94156294433#,,,,\*708662# US (Chicago)

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Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

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**SECTION 1 – BID AND CONTRACT INFORMATION**

- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 941 5629 4433

Passcode: 708662

Find your local number: <https://montgomerycollege.zoom.us/j/94156294433>

A copy of the bid tabulation will be posted on the college Procurement website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure) after the bid opening.

**1.4 Contact Information**

Requests for clarification related to this solicitation shall be directed to **Rossana Garcia**, Purchasing Agent via e-mail to [rossana.garcia@montgomerycollege.edu](mailto:rossana.garcia@montgomerycollege.edu) no later than **5:00 p.m., on September 18, 2023**. No questions will be accepted after this date. All relevant questions received by the noted deadline may be answered by issuance of an addendum. **The College will not be bound by oral explanations for scope of services or any language contained in this solicitation.** The Offeror shall not initiate contact with any other College representative about this solicitation.

**1.5 Addenda**

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

Only answers provided via an addendum issued by the Procurement Office will be binding. It is Bidder's sole responsibility to check the College Procurement website for all posted addenda before submitting a

bid. Acknowledgement of the receipt of all addenda must accompany the Bidder's bid response. Failure to receive any issued addenda shall not relieve Offerors from any obligation or requirement listed in addenda.

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

**1.6 General Conditions and Instructions**

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

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.7 Required Bid Submittal List**

- Price Proposal Form (Section 4)
- Product literature/brochure with all and fully described equipment standard specifications (including manufacturer, model number), features, options, drawings, picture of equipment, standard color chart, and proof/citation of UL listing.
- List of Materials Excluded from Handling by the offered compactor, if applicable
- Proof of manufacturer's authorized dealer/reseller/distributing status
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Conflict of Interest Form (Attachment D)
- Non-Debarment Acknowledgment (Attachment E)
- Mid-Atlantic Purchasing Team Rider (Attachment G; Optional)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Any exceptions to the RFB requirements, if applicable

**1.8 Failure to Submit**

Failure to provide any of the required submission items in Section 1.7 may deem a bid non-responsive.

**1.9 Submitted Pricing**

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form in Section 4. 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 Bidder's omission.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lower Bidder.

The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

**1.10 References**

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

**1.11 Bid Evaluation**

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

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



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1.11.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.

1.11.1.2 Bidder is financially stable.

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

1.11.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.

1.11.2.2 Bidder has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11.2.3 Complete the Price Proposal page

**1.12 Bid Rejection**

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

1.12.1 Failure to meet the mandatory specifications and requirements.

1.12.2 Failure to respond in a timely manner to a request for additional information, data, etc.

1.12.3 Failure to supply appropriate and favorable client references.

1.12.4 Submittal of an incomplete Price Proposal page.

1.12.5 Failure to sign the bid.

1.12.6 Failure to return any addenda acknowledgements

1.12.7 Submittal of conditional, alternate or multiple bids.

1.12.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.12.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

**1.13 Subcontractors**

The College seeks bids from interested Bidders performing all requested services and will enter into an agreement only with the selected Bidder. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Bidder desires to subcontract part of the services specified herein, the Bidder 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 Bidder shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

**1.14 Contract Award**

It is the College's intention to make the award in the best interest of the College to the **responsible and responsive Bidder with the lowest grand total price, who can meet or exceed the terms, conditions, and scope of work/services of this solicitation.** The evaluation for award will be made based on payment to the Contractor in Net 30 Days, from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate but will not be considered in the evaluation for award. The College may cancel this Request for Bid or reject any or all bids in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College.

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**1.15 Contract Documents**

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

**1.16 Contract Deadlines and Failure to Deliver**

The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**1.17 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Invoices must detail and describe all contract services or products provided, unit price, quantity and the total amount. Minimally, each invoice shall include the following: the College Purchase Order Number, campus and building location. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu). All inquiries concerning payment status shall be made to Accounts Payable at [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.18 Contract Modification**

The College retains the unilateral right to make any alterations, deviations, additions, or omissions from the aforesaid Request for Bid, which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void this Agreement. Any alterations, deviations, additions or omissions shall be processed as change orders and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

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

**1.19 Disputes**

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

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**1.20 Insurance Requirements**

The Contractor shall maintain insurance to 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, with the following minimum insurance coverage: **Certificate of insurance is due within seven (7) days of notice of award.**

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

**Workers Compensation Insurance** covering the Contractor's employees

As required by Maryland State law with the following minimum limits:

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

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

Bodily Injury and Property Damage: \$300,000 combined single limit of bodily injury and property damage

- Contractual Liability – Premises and Operations
- Independent Contractors

**Comprehensive Automobile Liability** - Providing bodily injury and property damage coverage for owned vehicles and non-owned vehicles with limits as follows:

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

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

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

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage **within seven (7) days of award of the contract.** 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

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**SECTION 1 – PROPOSAL AND CONTRACT INFORMATION**

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. Current certificates must be provided to the College throughout the contract term. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. e424-004**. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

**1.21 Contract Assignment**

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

**1.22 Bidder's Proprietary and Confidential Information**

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 4 of the General Provisions 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. Bidders must clearly identify each part of the bid 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."

It is not sufficient to preface your proposal with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Bidder must submit a proprietary and confidential redacted copy of its bid to be used in responding to MPIA requests.

Bidder 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 Bidder may still require public disclosure. Bidder agrees that any portion of the bid that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

**1.23 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.

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**1.24 Safeguard of College Property**

The Contractor shall exercise reasonable care to avoid any damage to College property, owned or leased. The Contractor will be responsible for any College property damaged during Contractor’s installation or other work in connection with this contract services, and Contractor shall promptly replace or restore the property to the satisfaction of Montgomery College.

**1.25 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.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/REQUIREMENTS**

**2.1 Background**

Montgomery College is Maryland's 2nd oldest community college. Founded in 1946, the College serves roughly 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 3,100 faculty, administrators, staff, and student workers.

The Office of Facilities ensures a comfortable, and clean working environment for the College. As part of the current expansion of the Takoma Park campus located at Silver Spring, Maryland, and in order to fulfill waste handling and recycling/environmental requirements, the College is seeking a contractor to furnish, delivery and install a self-contained waste compactor adjacent to the Catherine and Isiah Leggett Math and Science Building currently under construction. Contractor is also required to provide onsite operational demonstration and safety/user training.

**2.2 Bidder's Qualifications Requirements**

- 2.2.1 Bidder must have a minimum of three (3) years of experience selling and installing self-contained waste compactors and must be bona fide/authorized dealers/resellers/distributor of the equipment being offered. Proof of Bidder's authorized dealer/reseller/distributor and service provider status must be included in the bid submission.
- 2.2.2 Bidder must have the capability, experience, infrastructure, personnel, equipment and services required to furnish, deliver and install the compactor and perform the services specified in this bid.
- 2.2.3 Successful Bidder must provide a certificate of insurance per Section 1.20 Insurance Requirements, upon/after the receipt of award notification.

**2.3 Brand name or equal**

Brand name used in the specifications is known and acceptable to the College. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality, and fit the design of the new waste area at the Catherine and Isiah Leggett Math and Science Building per drawings provided in Attachment I.

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. **Alternate brand product brochure and specifications must be included in the bid submission for College's consideration.** Acceptance of alternate brand(s) will be determined by the College, and the College's decision will be final.

**2.4 Specifications**

Bidder will furnish all labor, equipment, tools, transportation/delivery, disposal of unpacking, disposal and removal of all rubbish, final site cleanup, and equipment installation, setup, implementation, acceptance testing to the satisfaction of the College, operational demonstration, and user training for the equipment offered on the Price Proposal Form in Section 4 of this RFB.

- 2.4.1 All items must be brand new, not remanufactured and/or refurbished, free from defects and made with good workmanship. All items must be covered by the manufacturer's warranty.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/REQUIREMENTS**

- 2.4.2 All materials, supplies, equipment, or services to be furnished shall comply in respects with the applicable Federal Noise Control Act of 1972, federal and State of Maryland Occupational Safety and Health Act (OSHA) and ANSI standards.
- 2.4.3 One (1) Self Contained Trash Compactor, Model SC-T2-38, manufactured by J.V. Manufacturing, Inc./Cram-A-Lot
- Compactor Dimensions: All Over Length: 25’ – 10” ; Clear Top Length: 41” ; Packer Length: 71”
  - 2yd Packer, Twin Cylinder, 38yd Capacity
  - Oil Sight Gauge
  - TEFC Electric Motor
  - Spin-On Filter
  - Hydraulic Fluid
  - Full Door Seal
  - Remove Power Unit with Weather Cover and Mounted Control Panel
  - 10’ Hydraulic Hose with Quick Disconnects
  - One (1) Enclosed Hopper w/Door on Left & Right w/Magnetic Safety Interlock
  - One (1) 5’ Angle Guides with/Wheel Stops
  - One (1) Universal Hook Up (Double End)
  - One (1) 75% & 100% Full Lights, combined
  - Two (2) Additional Keys
  - One (1) Oil Heater
  - One (1) Tri-Voltage, 10hp, 3PH
  - Steel channel tracks or stops included
- 2.4.4 Delivery and installation  
Bidder must provide pricing including shipping and delivery to final location in order to be considered for award.
- Compactor Installation:
- Compactor to be installed on surface mounted rails on existing concrete pad
  - Contractor is to provide forklift for Installation and offloading
  - Compactor must be accessible for installation and service in the conditions showed on site, architectural and electrical drawings per Attachment I.
- Delivery and installation shall be coordinated and scheduled with Montgomery College Project Manager (contact information to be provided on the purchase order).
- 2.4.5 Contractor is required to provide onsite operational demonstration and safety/user training
- 2.5 Warranty and Guarantee on equipment, components, and labor.
- A minimum one-year guarantee by the successful Bidder is required for the equipment from the date of acceptance by the College. A bid response without a product guarantee or manufacturer’s warranty will not be accepted by the College.
  - Three (3)-year minimum structural warranty.
  - Two (2)-year warranty on parts.
  - One (1)-year labor guarantee.

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**SECTION 2 – BACKGROUND AND SPECIFICATIONS/REQUIREMENTS**

- Successful Bidder must correct any and all defects in material and/or workmanship that may appear during the warranty and guarantee period at its own cost. The successful Bidder's warranty and guarantee shall provide for onsite repair or replacement.
  
- 2.6 Bidder's submission **must** include product literature/brochure with all and fully described equipment standard specifications (including manufacturer, model number, manufacturing year), features, options, drawings, picture of equipment, standard color chart, and proof/citation of UL listing.
  
- 2.7 Bid response must list any materials that are excluded from handling by the compactor, if applicable.
  
- 2.8 Successful Bidder is required to provide a certificate of insurance per Section 1.20.



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**SECTION 3 – BID SUBMISSION**

**3.1 Electronic Bid Submission**

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

All Bidder' proposals must be submitted electronically, to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu) via one email, in one PDF file attachment, by 3:00 p.m. Eastern Daylight Time (EDT), on **September 25, 2023**. **Subject line of email must include "Bidder's Response to RFB No. e424-004, Trash Compactor."**

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

Failure to include all required submittals (see Section 1.7 Required Bid Submittal List) may render the Proposal non-responsive. The College will reject any offer without an authorized signature.

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**SECTION 4 – PRICE PROPOSAL FORM**

Submitted price must be inclusive of all costs associated with all requirements listed herein. No allowance will be made at a later date for additional charges due to the Bidder's omission. **Offeror must fill out all line items and blanks on the Price Proposal Form in order to be considered; failure to do may deem an Offer non-responsive.** Bidder must state the warranty and guarantee and the delivery.

Line	Mfg.	Description	Qty	UM	Unit Price	Total Price
1	Please provide the manufacturer and brand name, model number and manufacturing year.  _____  _____  _____	Self-Contained Trash Compactor, 2yd Packer, Twin Cylinder, 38yd Capacity, per specifications and all requirements of RFB.	1	EA	\$	\$
2		Installation	1	LOT	\$	\$
3		Forklift Rental for Installation and Offloading	1	LOT	\$	\$
4		Onsite Operational Demonstration and Safety/User Training	1	LOT	\$	\$
		<b>SHIPPING &amp; DELIVERY TO ZIP 20912</b>				\$
					<b>GRAND TOTAL</b>	\$

Warranty and Guarantee: \_\_\_\_\_  
\_\_\_\_\_.

Indicate number of business days for delivery upon/after receipt of purchase order: \_\_\_\_\_.

**REMEMBER TO SIGN YOUR PROPOSAL**

Award will be made in aggregate, to the most responsive, responsible Bidder with the lowest total price that can meet all 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 bid specifications, stipulations, and terms and conditions specified and that your firm has read and agrees to the College's 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.

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**SECTION 4 – PRICE PROPOSAL FORM**

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Company Name

Name

---

Title

Authorized Signature and Date

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**ATTACHMENT A – REFERENCES**

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

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

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

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

References submitted by: \_\_\_\_\_  
Company Name

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**ATTACHMENT B – CONTRACTOR INFORMATION FORM**

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

B.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

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

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes  No

B.6 Please provide the following information:

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

Company Name Name

Title Authorized Signature and Date

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**ATTACHMENT C – NO BID RESPONSE FORM**

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory requirements (Please specify below)

Other (Please specify)

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Company Name Name

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Street Address Authorized Signature and Date

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City, State, Zip Code Title

Please return to:	Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850
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**ATTACHMENT D – CONFLICT OF INTEREST FORM**

**CONFLICT OF INTEREST STATEMENT**

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

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

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**ATTACHMENT E – NON-DEBARMENT ACKNOWLEDGMENT**

**NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. If so, please provide an attachment describing the pending litigation or debarment.

\_\_\_\_\_ I acknowledge none of this company’s officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Montgomery College Board of Trustees or any employees of the College has any interest in the bidding company except as follows:

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As the duly authorized representative of the Offeror, I hereby certify that the above information is correct and that I will advise Montgomery College should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_



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

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidder’s 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.

**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.

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**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 Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

**ERRORS IN BIDS** 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 "Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

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

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

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

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

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**BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS**

**NON-VISUAL ACCESS** Bidder warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror 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’s 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.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**TRASH COMPACTOR**  
**RFB NUMBER: e424-004**  
**BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**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.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**TRASH COMPACTOR**  
**RFB NUMBER: e424-004**  
**BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS**

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

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

Unless the 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.

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**TRASH COMPACTOR**  
**RFB NUMBER: e424-004**  
**BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**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 (“MWCOCG”) 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”).

**I. Format**

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

**A. Terms**

1. Any public entity participating in this procurement (“Participating Agency”), through their use of this Cooperative Rider Clause, agrees to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

**B. Other Conditions - Contract and Reporting**

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

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

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.



**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES  
TRASH COMPACTOR  
RFB NUMBER: e424-004  
BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE 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 COLLEGE • OFFICE OF BUSINESS SERVICES**  
**TRASH COMPACTOR**  
**RFB NUMBER: e424-004**  
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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE**

- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- 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

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
TRASH COMPACTOR  
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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE**

**MWCOG Rider Clause  
Approval Form**

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.*

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES  
TRASH COMPACTOR  
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**ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE 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: \_\_\_\_\_

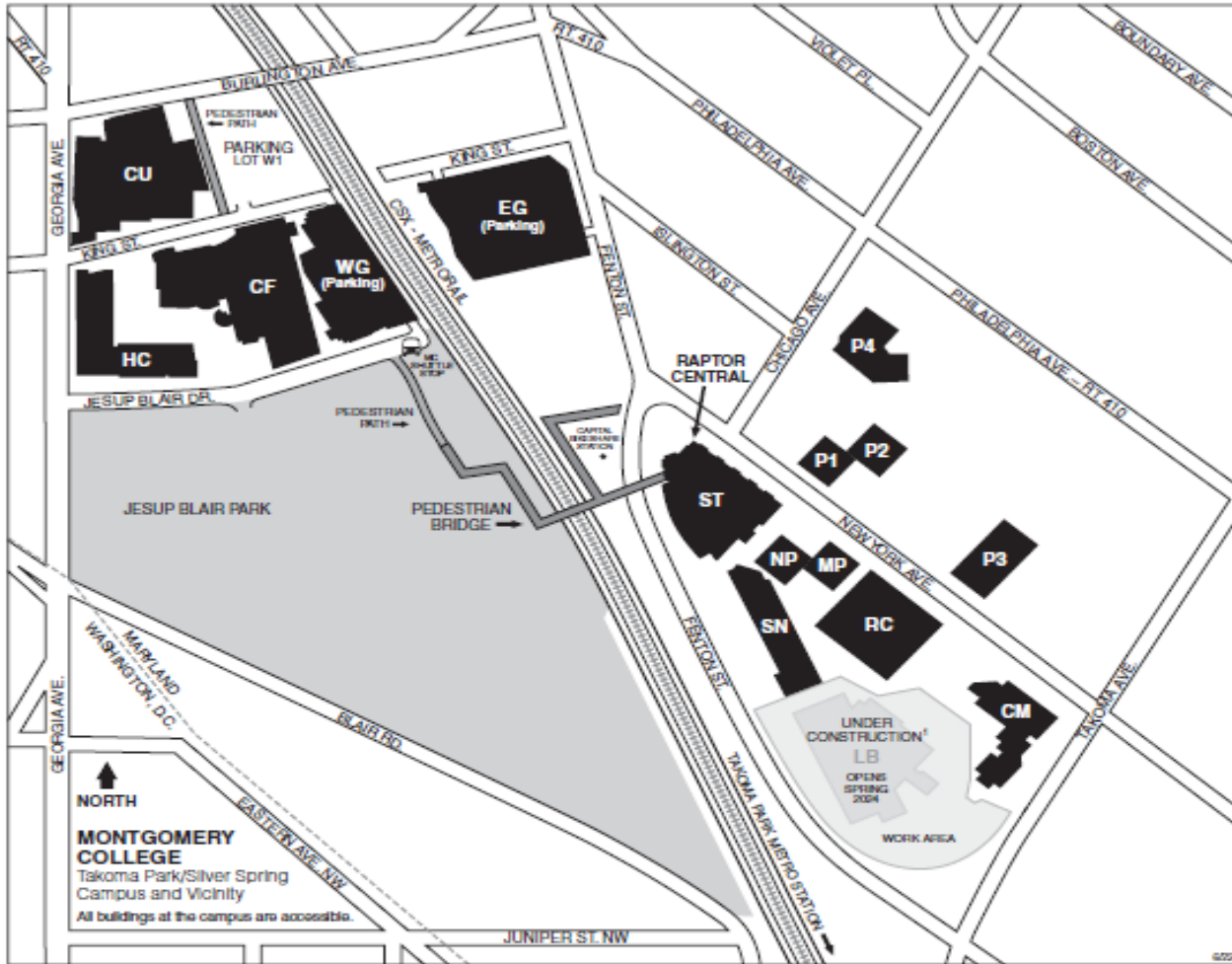
Signature: \_\_\_\_\_

Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: [purchasing@mwkog.org](mailto:purchasing@mwkog.org).

**MONTGOMERY COLLEGE • OFFICE OF BUSINESS SERVICES**  
**TRASH COMPACTOR**  
**RFB NUMBER: e424-004**  
**BID OPENING DATE AND TIME: SEPTEMBER 25, 2023 @ 3:00 PM**

**ATTACHMENT H – TAKOMA PARK/SILVER SPRING CAMPUS MAP**

**MONTGOMERY COLLEGE**  
**Takoma Park/Silver Spring Campus and Vicinity**



**MC MONTGOMERY COLLEGE**  
 Takoma Park/Silver Spring Campus  
 7600 Takoma Avenue  
 Takoma Park, MD 20912  
 240-567-1300; TTY 301-587-7207  
 Public Safety: 240-567-3333 (24/7)  
[montgomerycollege.edu/safety](http://montgomerycollege.edu/safety)  
[montgomerycollege.edu/maps](http://montgomerycollege.edu/maps)

**Legend of Campus Buildings**  
*(as of June 2022)*  
**CF** The Morris and Gwendolyn Cafritz Foundation Arts Center  
 ■ Refugee Training Center  
 ■ Workforce Development and Continuing Education (WDCE)  
**CM** Catherine F. Scott Commons  
**CU** Cultural Arts Center  
**EG** East Garage (parking)  
**HC** Health Sciences Center

**LB** Catherine and Isiah Leggett Math and Science Building<sup>1</sup> (under construction)  
**MP** Mathematics Pavilion  
**NP** North Pavilion  
**P1** Pavilion One  
**P2** Pavilion Two  
**P3** Pavilion Three  
**P4** Pavilion Four  
**RC** Resource Center  
**SN** Science North Building

**ST** Charlene R. Nunley Student Services Center  
 ■ Bookstore  
 ■ Cafeteria  
 ■ Counseling and Advising  
 ■ Financial Aid Office  
 ■ Public Safety Office  
 ■ Raptor Central (Admissions, Enrollment, Visitor Services)  
 ■ Records and Registration Office  
 ■ Student Life Office  
**WG** West Garage (parking)

<sup>1</sup> Catherine and Isiah Leggett Math and Science Building under construction; opens spring 2024. For information, visit [montgomerycollege.edu/tps-design](http://montgomerycollege.edu/tps-design).

SITE DEVELOPMENT KEYNOTE LEGEND

- 1 NEW ASPHALT PAVEMENT PER DET. 4/C-33
2 NEW CONCRETE PAVEMENT PER DET. 1/C-33
3 NEW HEAVY DUTY CONCRETE PAVEMENT PER DET. 2/C-33
4 NEW CONCRETE CURB AND GUTTER PER DET. 5/C-33
5 NEW ADA-COMPLIANT DEPRESSED CURB AND GUTTER PER DET. 5/C-33
6 NEW 6" CONCRETE HEADER CURB, SEE DETAIL 12/C-33
7 NEW CONCRETE CURB CUT
8 NEW CURB/SIDEWALK RAMP w/DETECTABLE WARNING SURFACE
9 NEW CONCRETE SITE WALL
10 NEW CONCRETE SITE STAIRS, SEE SHEET L2.01 FOR STAIR AND RAILING DETAILS.
11 NEW TRENCH DRAIN, SEE DET. 14/C-33
12 NEW EMERGENCY CALL BOX
13 NEW CONCRETE WHEEL STOP PER DET. 7/C-33
14 NEW ACCESSIBLE PARKING SIGN PER DET. 9/C-33
15 NEW "NO PARKING IN ACCESS AISLE" SIGN PER DET. 9/C-33
16 NEW MONTGOMERY COLLEGE RESERVED PARKING SIGN
17 NEW 4"-WIDE SOLID WHITE LINE
18 NEW 4"-WIDE WHITE STRIPE CROSS HATCH AT 45°, SPACED AT 24"
19 NEW SIGN FOR ELECTRIC CAR CHARGING PARKING ONLY
20 NEW JUNCTION BOX FOR ELECTRIC CAR CHARGING STATION
21 NEW CONCRETE BOLLARD, SEE DETAIL 15/C33
22 NEW SITE LIGHT, SEE SHEET E1.01

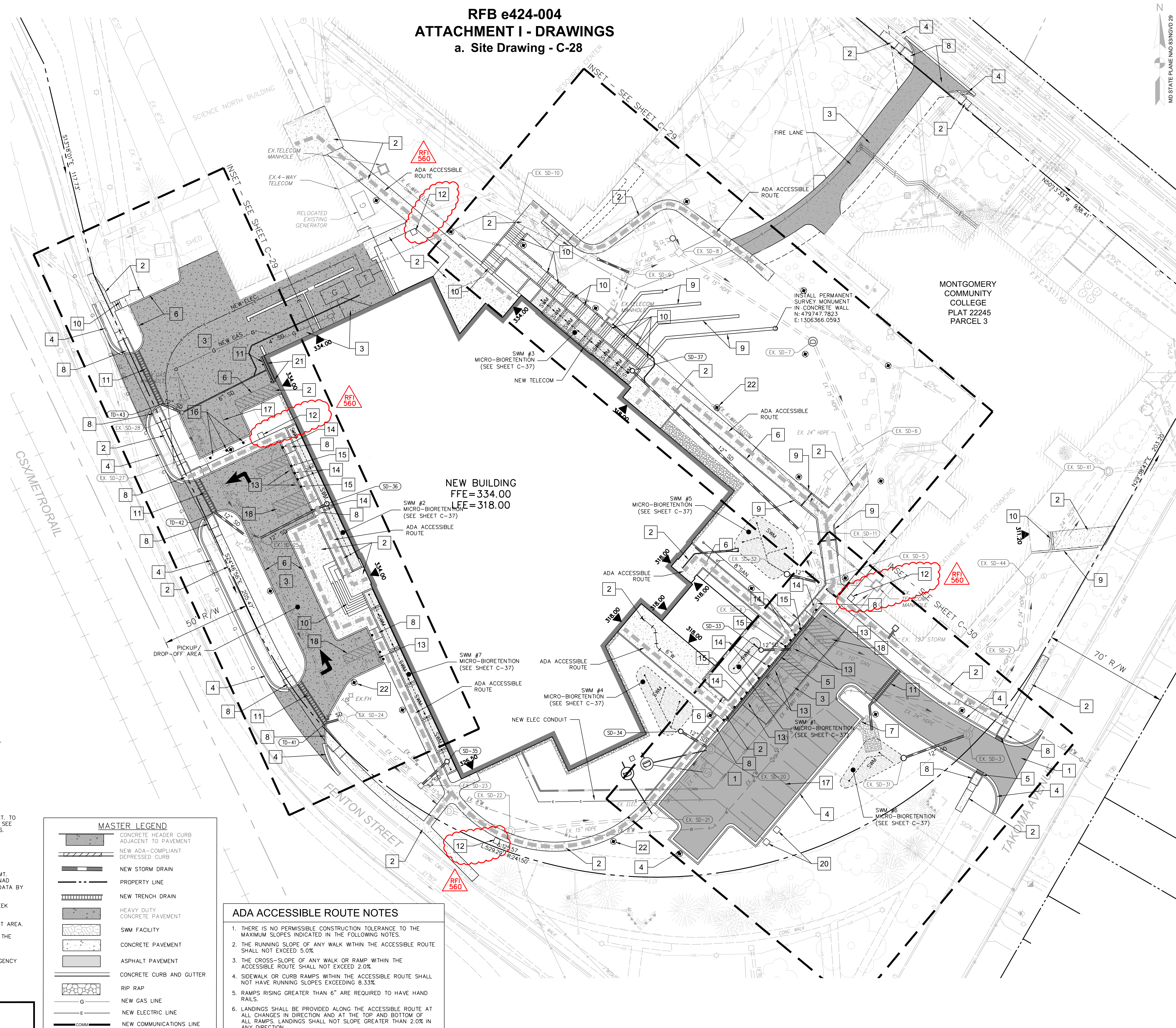
SITE DATA SUMMARY TABLE

- 1. PROPERTY ADDRESS: MONTGOMERY COLLEGE PARCEL 3 7600 TAKOMA AVE TAKOMA PARK, MD 20912
2. PROPERTY OWNER/APPLICANT MONTGOMERY COLLEGE 9221 CORPORATE BLVD ROCKVILLE, MD 20850
3. GROSS LOT AREA: MINIMUM: 6,000 SF PROVIDED: 336,324 SF (7.72 AC.)
4. BUILDING AREA: MAXIMUM: 117,713 SF (35%) EXISTING BUILDINGS TO REMAIN: 102,884 SF NEW BUILDINGS: 39,330 SF TOTAL PROPOSED: 142,214 SF
5. IMPERVIOUS AREA: EXISTING: 5.32 AC. PROPOSED: 4.91 AC.
6. BUILDING HEIGHT: MAX. HT. PERMITTED: 35 FT MAX. HT. PROPOSED: 51.5 FT
7. ON-SITE PARKING PROPOSED - 33 SPACES (12 ACCESSIBLE)
8. TAX DISTRICT: 1ST (TAKOMA PARK)
9. EXISTING TOPOGRAPHY BASED ON SURVEY BY AMT. HORIZONTAL DATUM IS MARYLAND STATE PLAN NAD 83/91. VERTICAL DATUM IS BASED ON SURVEY DATA BY AMT.
10. THE PROJECT IS LOCATED WITHIN THE SLIGO CREEK WATERSHED.
11. NO WETLANDS ARE PRESENT WITHIN THE PROJECT AREA.
12. WATER AND SEWER SERVICES ARE PROVIDED BY THE WSSC.
13. THE PROJECT AREA IS NOT LOCATED WITHIN A FLOODPLAIN AS MAPPED BY THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION.

MASTER LEGEND: CONCRETE HEADER CURB ADJACENT TO PAVEMENT, NEW ADA-COMPLIANT DEPRESSED CURB, NEW STORM DRAIN, PROPERTY LINE, NEW TRENCH DRAIN, HEAVY DUTY CONCRETE PAVEMENT, SWM FACILITY, CONCRETE PAVEMENT, ASPHALT PAVEMENT, CONCRETE CURB AND GUTTER, RIP RAP, NEW GAS LINE, NEW ELECTRIC LINE, NEW COMMUNICATIONS LINE, ACCESSIBLE ROUTE

ADA ACCESSIBLE ROUTE NOTES: 1. THERE IS NO PERMISSIBLE CONSTRUCTION TOLERANCE TO THE MAXIMUM SLOPES INDICATED IN THE FOLLOWING NOTES. 2. THE RUNNING SLOPE OF ANY WALK WITHIN THE ACCESSIBLE ROUTE SHALL NOT EXCEED 5.0%. 3. THE CROSS-SLOPE OF ANY WALK OR RAMP WITHIN THE ACCESSIBLE ROUTE SHALL NOT EXCEED 2.0%. 4. SIDEWALK OR CURB RAMP WITHIN THE ACCESSIBLE ROUTE SHALL NOT HAVE RUNNING SLOPES EXCEEDING 8.33%. 5. RAMP RISES GREATER THAN 6" ARE REQUIRED TO HAVE HAND RAILS. 6. LANDINGS SHALL BE PROVIDED ALONG THE ACCESSIBLE ROUTE AT ALL CHANGES IN DIRECTION AND AT THE TOP AND BOTTOM OF ALL RAMP. LANDINGS SHALL NOT SLOPE GREATER THAN 2.0% IN ANY DIRECTION. 7. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT SLOPE GREATER THAN 2.0% IN ANY DIRECTION.

RFB e424-004 ATTACHMENT I - DRAWINGS a. Site Drawing - C-28



Catherine and Isiah Leggett Math and Science Building
Montgomery College
Takoma Park / Silver Spring Campus
7600 Takoma Avenue
Takoma Park, MD 20912

USING AGENCY APPROVAL
NAME DATE
TITLE
DGS APPROVAL
PROJECT MANAGER DATE
CHIEF OF PM&D DATE

SMITHGROUP
1700 NEW YORK AVENUE NW
SUITE 100
WASHINGTON, DC 20006
202.842.2100
www.smithgroup.com
AMT Engineering
800 King Farm Boulevard, 4th Floor
Rockville, MD 20850
301-881-2545
Cagley & Associates
STRUCTURAL ENGINEERS
6141 Executive Boulevard
Rockville, MD 20852
301-881-9050
Mahan Rykiel
LANDSCAPE ARCHITECTS
3300 Clipper Mill Road, Suite 200
Baltimore, MD 21211
410-235-6001
Spexsys
AV. IT. SECURITY
7257 Parkway Drive, Suite 260
Hanover, MD 21076
410-712-0390

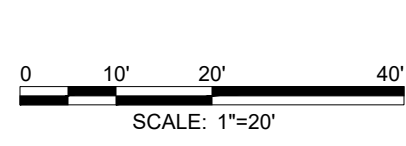
DWG FILE:
DRAWN BY:
CHECKED BY:
ISSUED FOR REV DATE
RFI #560 RESPONSE 03 NOV 2022
RFI #603 RESPONSE 22 FEB 2021
CONFORMED SET 19 NOV 2020

SEALS AND SIGNATURES
PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
MICHAEL C. WYCHULLS, P.E.
LICENSE NO. 32561 EXPIRATION DATE 01/06/22

KEYPLAN
SHEET TITLE: SITE IMPROVEMENT PLAN
PROJECT NUMBER: C-28
SHEET NUMBER

X:\ROCKVILLE\17-0946.001 - MONTGOMERY COLLEGE MATH ANI05-CAD\28-C-28-170946001.DWG, 11/02/2022 7:56 AM, MWYCHULLS
Author
Plot Date: 6/25/2019 10:42:09 AM

811 MISS UTILITY
48 HOURS BEFORE YOU DIG
CALL "MISS UTILITY" AT 811
OR LOG ON TO www.missutility.net



RFB e424-004  
 ATTACHMENT I - DRAWINGS  
 b. Architectural Drawing - A1.1.1

Catherine and Isiah Leggett Math  
 and Science Building

Montgomery College  
 Takoma Park / Silver Spring Campus  
 7600 Takoma Avenue  
 Takoma Park, MD 20912

Montgomery College Project # FP16-077  
 Montgomery College Building # 319  
 MHEC Project # CC-01-MC16-458

**SMITHGROUP**

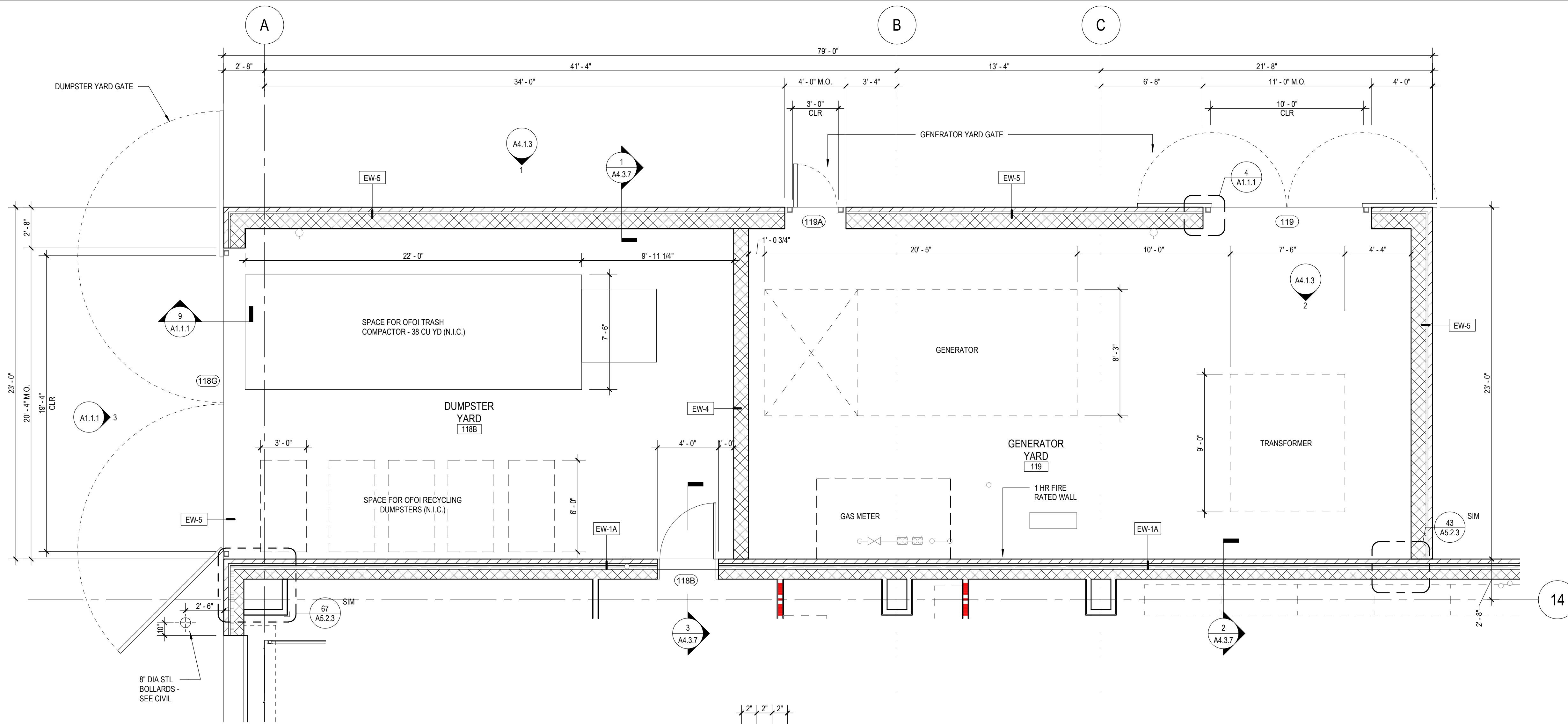
1700 NEW YORK AVENUE NW  
 SUITE 100  
 WASHINGTON, DC 20006  
 202.842.2100  
 www.smithgroup.com

AMT Engineering  
 CIVIL ENGINEERS  
 800 King Farm Boulevard, 4th Floor  
 Rockville, MD 20850  
 301-881-2545

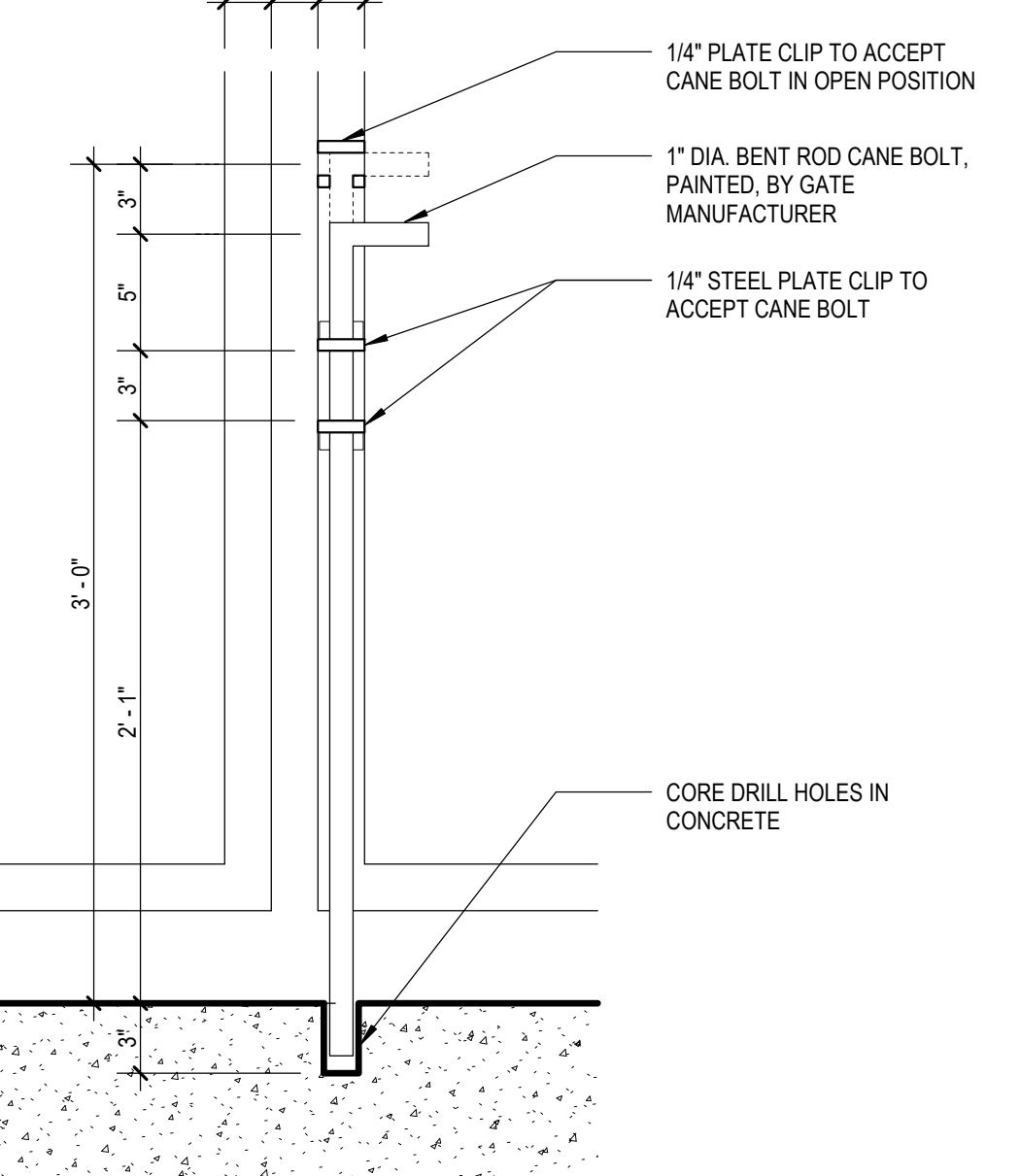
Cagley & Associates  
 STRUCTURAL ENGINEERS  
 6141 Executive Boulevard  
 Rockville, MD 20852  
 301-881-9050

Mahan Rykiel  
 LANDSCAPE ARCHITECTS  
 3300 Clippel Mill Road, Suite 200  
 Baltimore, MD 21211  
 410-235-6001

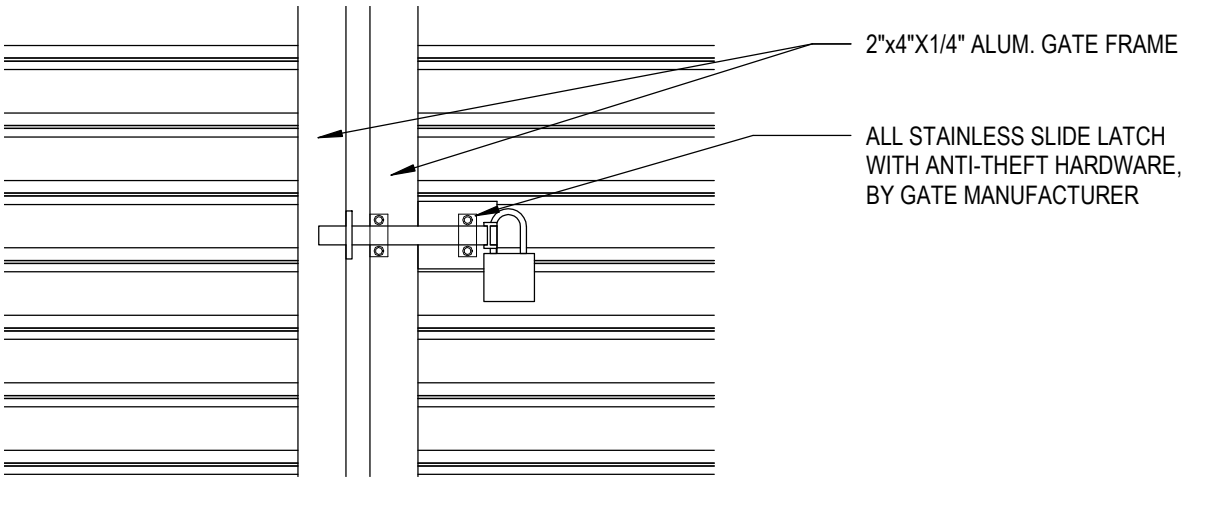
Spexsys  
 AV, IT, SECURITY  
 7257 Parkway Drive, Suite 260  
 Hanover, MD 21076  
 410-712-0390



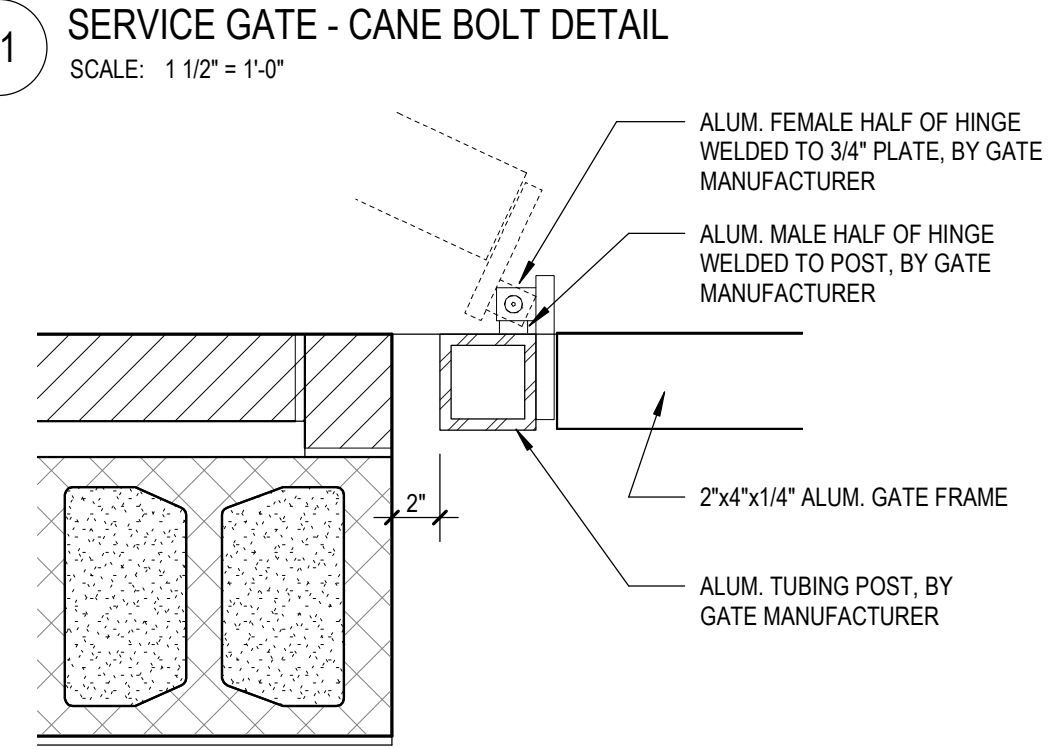
8 ENLARGED PLAN - SERVICE YARD  
 SCALE: 1/4" = 1'-0"



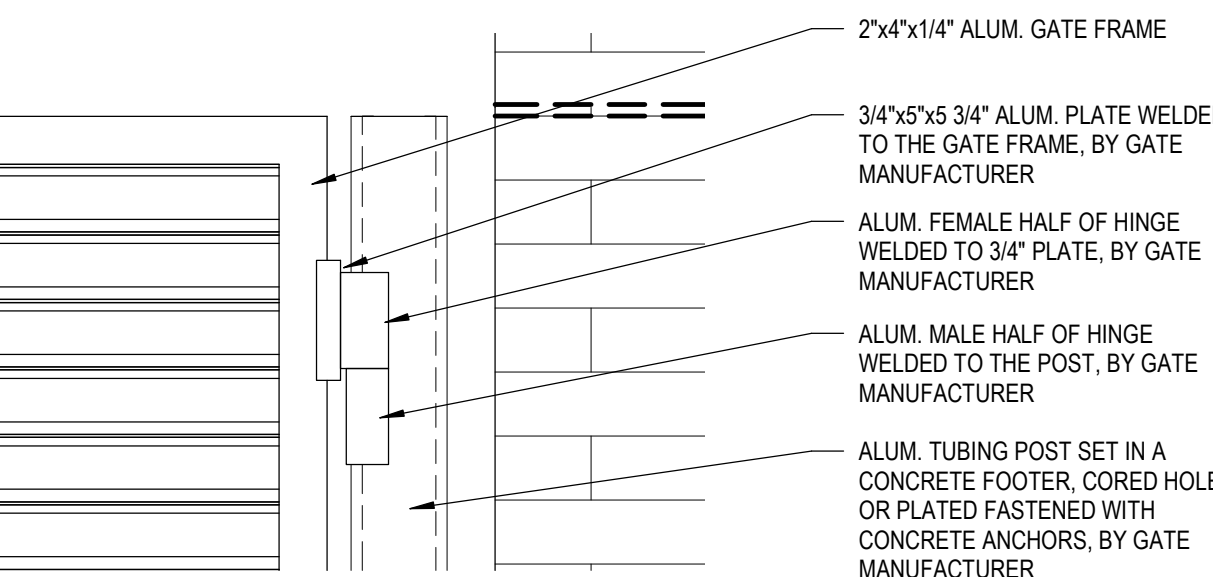
6 SERVICE GATE - HEAD DETAIL  
 SCALE: 1 1/2" = 1'-0"



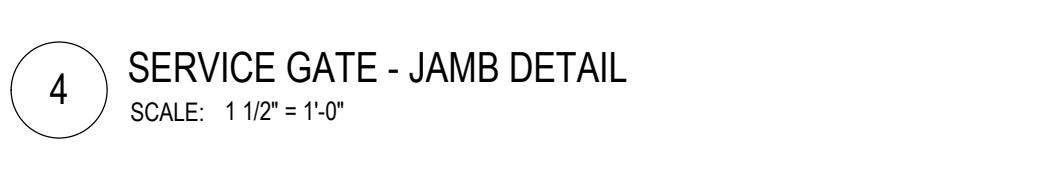
10 SERVICE GATE - LATCH DETAIL  
 SCALE: 1 1/2" = 1'-0"



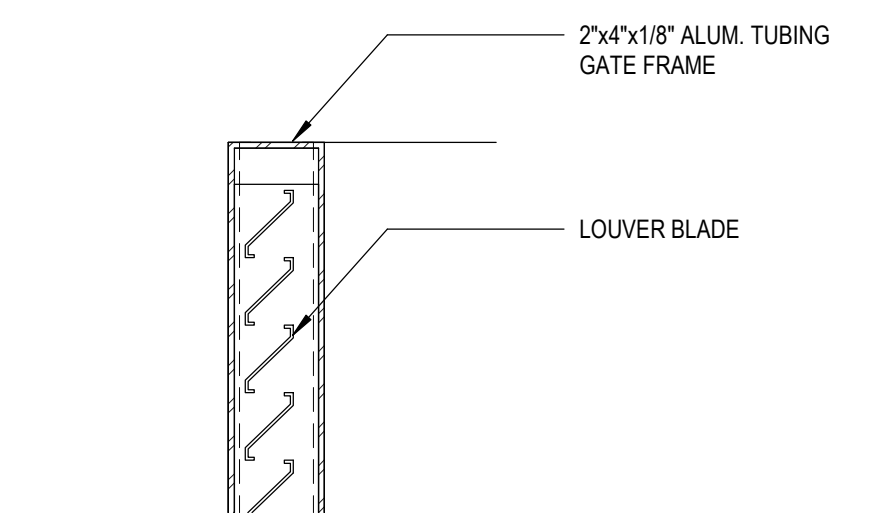
11 SERVICE GATE - CANE BOLT DETAIL  
 SCALE: 1 1/2" = 1'-0"



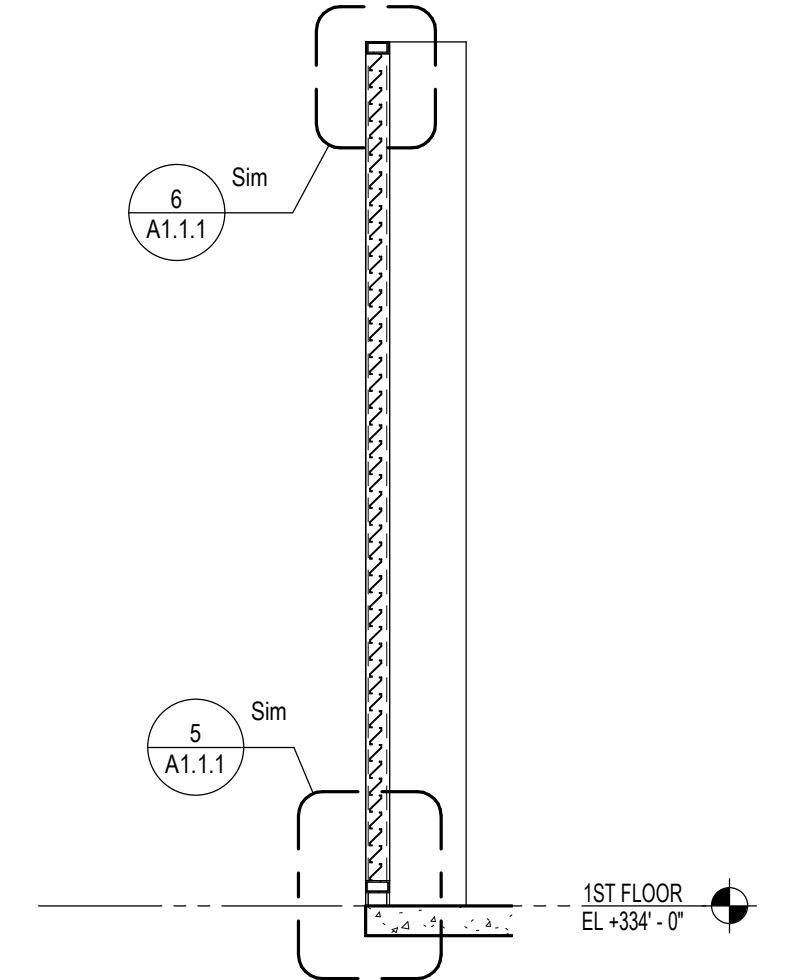
7 SERVICE GATE - HINGE DETAIL  
 SCALE: 1 1/2" = 1'-0"



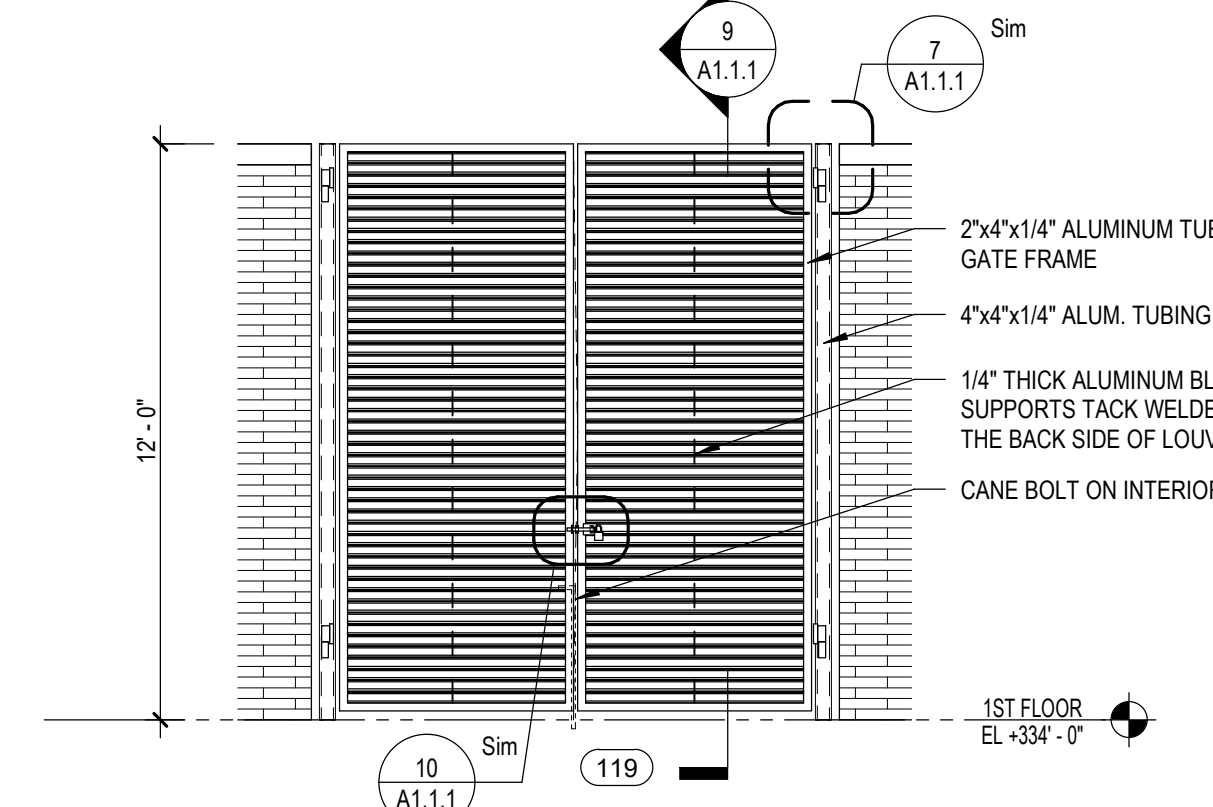
4 SERVICE GATE - JAMB DETAIL  
 SCALE: 1 1/2" = 1'-0"



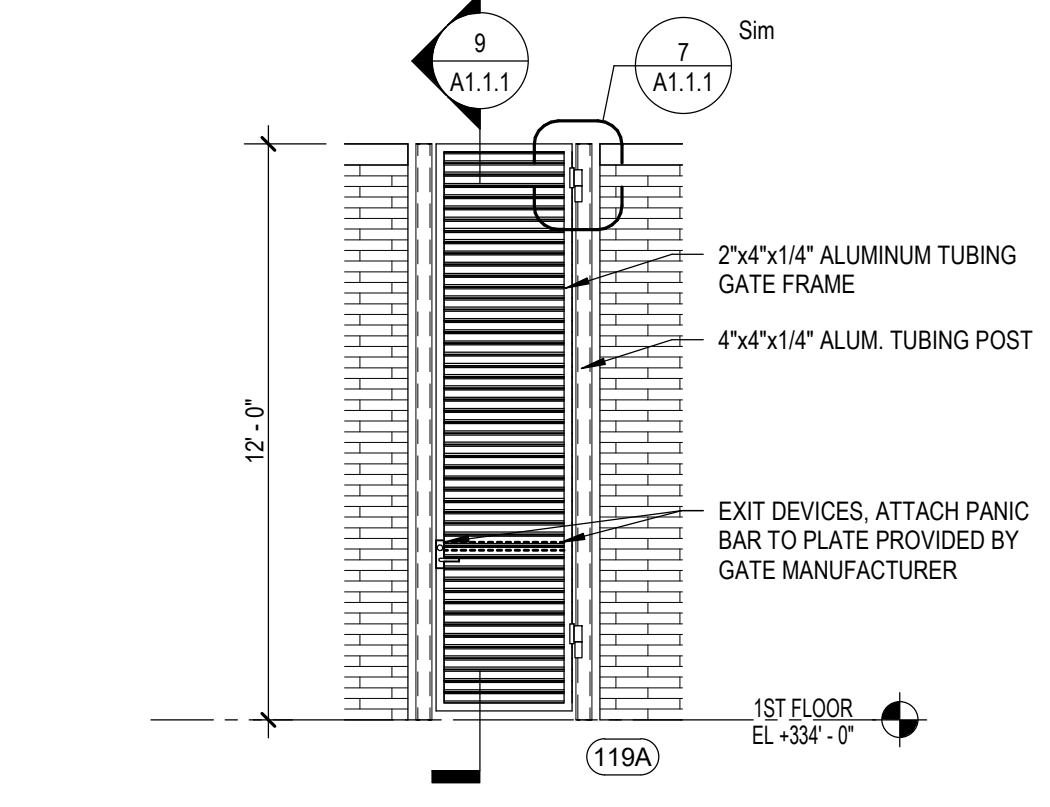
5 SERVICE GATE - SILL DETAIL  
 SCALE: 1 1/2" = 1'-0"



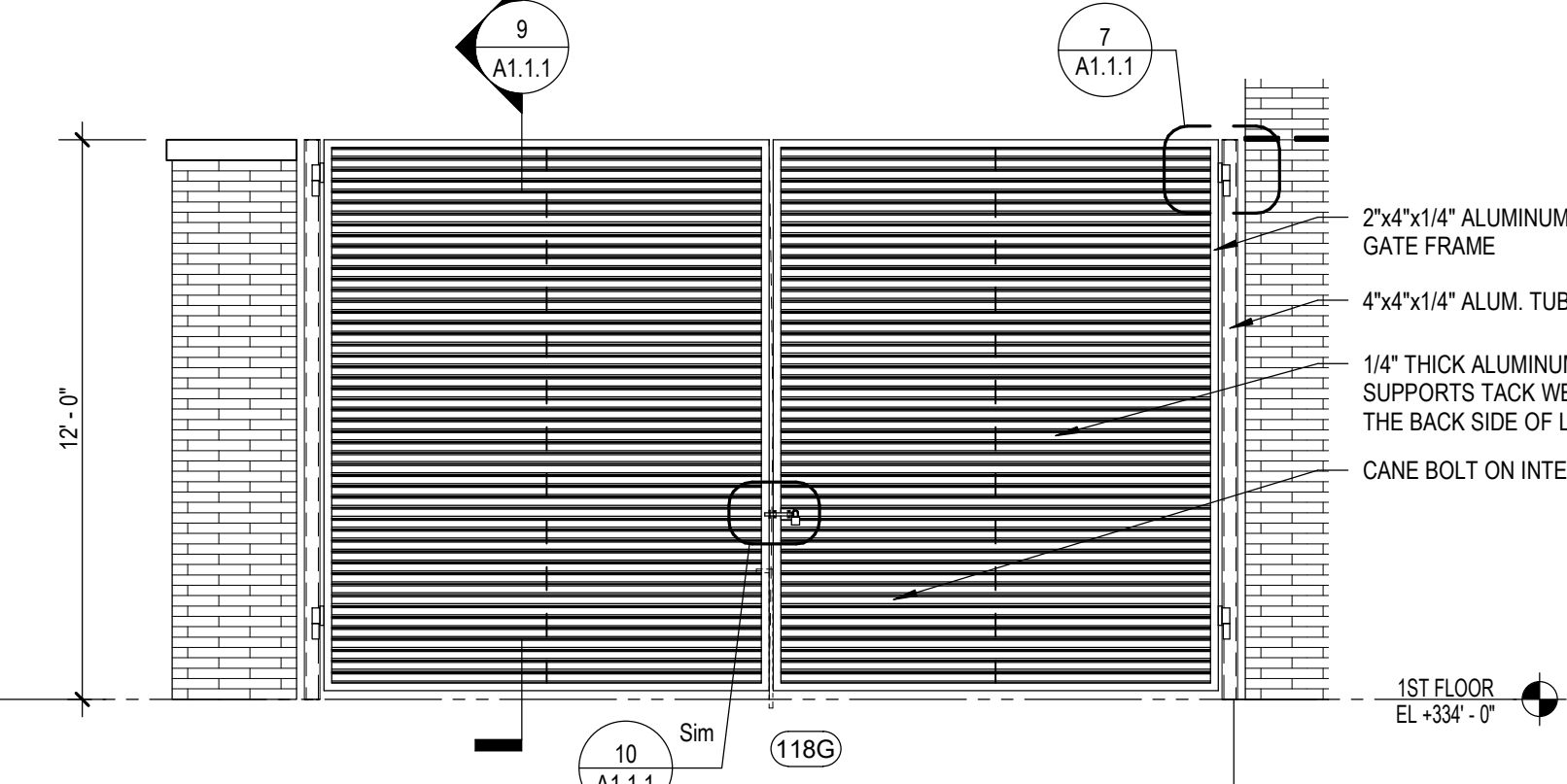
9 SECTION @ SERVICE GATE  
 SCALE: 3/8" = 1'-0"



1 NORTH ELEVATION - SERVICE YARD - GATE 119  
 SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION - SERVICE YARD - GATE 119A  
 SCALE: 1/4" = 1'-0"



3 EAST ELEVATION - SERVICE YARD - GATE 118G  
 SCALE: 1/4" = 1'-0"

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DRAWN BY: RH/JDDS

CHECKED BY: BJPH

ISSUED FOR	REV	DATE

CONFORMED SET	19 NOV 2020
GMPI - 100% CD & BID SET	20 MAY 2020
GMPI - 50% CD & PERMIT SET	13 MAR 2020
GMPI - 50% CD	17 JAN 2020

SEALS AND SIGNATURES

SHEET TITLE  
**SERVICE YARD**

PROJECT NUMBER  
 12543.000

SHEET NUMBER  
**A1.1.1**

11/19/2020 5:45:53 PM RH/JDDS

RFB e424-004  
 ATTACHMENT I - DRAWINGS  
 c. Electrical Drawing - E2.1.A

GENERAL SHEET NOTES

- SEE DRAWING E0.1 FOR ABBREVIATIONS, SYMBOLS, GENERAL NOTES AND DEVICE MOUNTING HEIGHT OF WALL MOUNTED DEVICES, UN.
- SEE E6 AND E7 SERIES FOR LIGHTING AND RECEPTACLE DETAILS AND PROGRAMMING INFORMATION.
- COORDINATE ALL DEVICE LOCATIONS AND MOUNTING HEIGHTS WITH ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN.
- THE CONTRACTOR SHALL COORDINATE EXACT LOCATION OF EQUIPMENT POWER CONNECTIONS WITH EQUIPMENT INSTALLER PRIOR TO ROUGH-IN.
- CONDUIT IS NOT PERMITTED WITHIN THE SLAB EXCEPT WHERE INDICATED BY DASHED LINE FOR FLOOR BOX TYPE FBX OR ORGANIC CHEM LAB AND INSTRUMENTATION RM CENTER ISLAND WORKSTATIONS. CONDUIT IS ONLY PERMITTED WITHIN SLAB WHERE INDICATED IN PLAN. CONDUIT WITHIN SLAB SHALL COMPLY WITH GUIDELINES LISTED IN STRUCTURAL DRAWINGS.
- PROVIDE WIRING METHODS COMPLIANT WITH UL2196 STANDARD FOR FIRE RESISTIVE CABLING.
- VOLTAGE DROP SHALL BE LIMITED TO LESS THAN 3% FOR ALL BRANCH CIRCUITS AND 2% FOR ALL FEEDERS.
- CONTRACTOR SHALL COORDINATE AND FIELD VERIFY REQUIREMENT OF NEUTRAL CONDUCTOR FOR ALL EQUIPMENT AND PROVIDE NEUTRAL CONDUCTOR AS NECESSARY.
- FOR WORKSTATION CIRCUITS SHARING A NEUTRAL, PROVIDE APPROVED TIE BREAKERS AS PER NEC.
- TRIPPING OF GFCI RECEPTACLES SHALL NOT AFFECT THE DOWNSTREAM RECEPTACLES.
- NO MORE THAN 3 CIRCUITS MAY SHARE A HOMERUN.
- FOR DEVICES LABELED WITH RECTANGULAR TAG, REFER TO LABORATORY EQUIPMENT SCHEDULE ON E7 SERIES FOR CONNECTIONS, CIRCUITS AND DEVICE TYPES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING ANY REQUIRED TRANSFORMER/POWER SUPPLIES FOR DOOR HARDWARE. COORDINATE WITH ARCHITECTURAL AND SECURITY DRAWINGS FOR DOOR HARDWARE. PROVIDE 120V POWER AS REQUIRED.
- SEE COMMUNICATIONS PATHWAY PLAN, SECURITY AND AV DRAWINGS. FOR ADDITIONAL CONDUIT TO BE PROVIDED BY ELECTRICAL CONTRACTOR.
- CIRCUITS FEEDING AV EQUIPMENT SHALL SHARE SAME PHASE.
- SEE MECHANICAL EQUIPMENT SCHEDULE FOR ASSOCIATED OVERCURRENT DEVICES, DISCONNECT SWITCHES, STARTERS, AND WIRES.
- PROVIDE 120V CIRCUITS FOR CONTROL PANELS AS REQUIRED BY CONTROL VENDOR. CIRCUIT TO MECHANICAL PANEL WITHIN THE SPACE.
- FOR ALL MECHANICAL EQUIPMENT, PROVIDE ADDITIONAL 120V CONNECTIONS REQUIRED BY MANUFACTURER.
- CONTRACTOR TO COORDINATE WITH THE SPRINKLER CONTRACTOR. ENSURE SPRINKLER CONTRACTOR ROUTES ALL SPRINKLER PIPES THAT ENTER ELECTRICAL ROOMS IN ACCORDANCE WITH NEC 110.26. COORDINATE WITH E6 SERIES PLUMBING PIPING IS NOT PERMITTED TO ROUTE OVER ELECTRICAL SWITCHBOARDS, PANELBOARDS, TRANSFORMERS OR MOTOR CONTROLLERS AND STARTERS. COORDINATE WITH MECHANICAL AND PLUMBING DRAWINGS, GC AND PIPING INSTALLER FOR ALL ELECTRICAL EQUIPMENT LOCATIONS PRIOR TO PIPE INSTALLATION.
- COORDINATE FINAL LOCATION OF MECHANICAL AND PLUMBING EQUIPMENT AND ASSOCIATED DISCONNECT SWITCHES, STARTERS, VFDs, CONTROL POWER AND OTHER POWER REQUIREMENTS WITH DIV 22 AND 23.
- CONTRACTOR IS RESPONSIBLE FOR ALL WIRING FROM VFDs AND DISCONNECTS SHOWN IN DRAWINGS TO THE EQUIPMENT AND IS TO COORDINATE WITH EQUIPMENT MANUFACTURER AND INSTALLATION INSTRUCTIONS.
- PROVIDE GROUND FAULT PROTECTION FOR ALL 120-VOLT 15 AND 20-AMP RECEPTACLES LOCATED IN KITCHEN AREAS AS REQUIRED BY NEC 210.8(B).
- YAW LINE VOLTAGE CIRCUITS TO POWER VAV DAMPERS WITHIN SPACE. JUNCTION BOX LOCATION SHOWN FOR REFERENCE ONLY. COORDINATE LOCATION ABOVE ACCESSIBLE CEILING WITH VAV AND ASSOCIATED CABLING INSTALLER. WHERE DISCONNECT IS SHOWN COORDINATE WITH VAV CONTROLS TRANSFORMER INSTALLER FOR SINGLE TRANSFORMER DISCONNECTING MEANS TO BE PROVIDED.
- WALL MOUNTED AND CEILING MOUNTED TRANSFORMERS SHALL BE MOUNTED SUCH THAT THE TRANSFORMER ENCLOSURE AND ALL ELEMENTS OF THE HANGER SUPPORT SYSTEM ARE LOCATED ABOVE THE MINIMUM WORKING SPACE HEIGHT IN COMPLIANCE WITH NEC 110.26. COORDINATE WITH E6 SERIES.
- PROVIDE NEMA 1R ENCLLOSURES FOR ROOFTOP EQUIPMENT NOT LOCATED IN MECH 301 ROOM.
- PROVIDE CABLING FOR EPO MCB TO SHUNT TRIP MAIN CIRCUIT BREAKER AS INDICATED IN PANEL SCHEDULE. COORDINATE WITH MECHANICAL CONTRACTOR FOR EPO MCB MANUFACTURER TO MONITOR POWER EPO SWITCH STATUS.

SHEET KEYNOTES

- PROVIDE (1)30A, 120V DEDICATED CIRCUIT FROM EMERGENCY PANEL BOARD FOR NEMA 1S-20R. COORDINATE RECEPTACLE LOCATION WITH FIRE PROTECTION DRAWINGS SO IT IS INSTALLED WITHIN A 2FT OFFSET FROM EACH HOSE VALVE CONNECTION. BOX MUST BE PAINTED "FIRE ALARM REED" IN COLOR AND MARKED "ONLY FOR FIRE DEPARTMENT USE". FOR EXPOSED WORK, WIRING MUST BE GALVANIZED, THREADED METAL CONDUIT/HUB AND BOXES MUST BE METAL WEATHERPROOF, AND INCLUDE A GASKETED FLAP-DOOR COVER. FOR CONCEALED WORK, WIRING MUST BE METAL CONDUIT AND BOXES MUST BE GALVANIZED WITH FLAP-DOOR COVERS.
- COORDINATE WITH FAPP SERIES DRAWINGS FOR ADDITIONAL INFORMATION.
- HALF OF THE USB QUADRI-PLEX RECEPTACLES IN CLASSROOMS MUST BE AUTOMATICALLY CONTROLLED AND SWITCHED VIA THE OCCUPANCY SENSOR. COORDINATE WITH E6 AND E7 SERIES FOR CONTROL SCHEDULED TIMES AND ADDITIONAL DETAILS.
- PROVIDE MOTOR RATED SWITCHES TO CONTROL MOTORIZED FOLDABLE PARTITION. COORDINATE AND PROVIDE CLEAR INDICATION FOR CONTROLLERS TO DEVICE. COORDINATE WITH MANUFACTURER FOR FINAL POWER REQUIREMENTS.
- COORDINATE WITH MANUFACTURER TO PROVIDE A REMOTE MOUNTED, NEMA 12, CONTROL ENCLOSURE FOR THE MOTOR AND FOR FINAL POWER REQUIREMENTS.
- COORDINATE RECEPTACLE LOCATION WITH DISPLAY CASE PROVIDER TO LOCATED WITHIN CORD LENGTH AND CONCEAL CORD FROM VIEW.
- PROVIDE NEC ARTICLE 500 COMPLIANT CLASS 1, DIVISION 2 ZONE 2 RATED DEVICES CONDUCTORS, WIRES AND FITURES FOR ALL ELECTRICAL EQUIPMENT LOCATED IN ROOM.
- PROVIDE SHUNT TRIP WITH CLEAR COVER TO DISCONNECT MAIN SWITCHBOARD MAIN CIRCUIT BREAKER SERVICE DISCONNECT. PROVIDE CONDUCTORS AND PATHWAY TO MAIN ELECTRICAL ROOM. COORDINATE REQUIREMENTS WITH MAIN SWITCHBOARD MANUFACTURER.
- EXTEND FOUNTAIN RECEPTACLE CIRCUIT TO COOLING UNIT JUNCTION BOX AND PROVIDE MOTOR RATED SWITCH. COORDINATE WITH MANUFACTURER REQUIREMENTS.
- COORDINATE MOUNTING TO BULKHEAD WITH ARCHITECT FOR THE JUNCTION BOX FOR BIAX COVE LIGHTS AT ENTRY DOORS.
- RECEPTACLE FOR LED COVE LIGHTS AT TOP OF WEAIRWALL.
- RECEPTACLE/BOX FOR SPOTLIGHT AT BASE OF DOME. MC CABLES, CONDUCTORS TO BE ATTACHED TO DOME STRUCTURE TO ALL BE PROVIDED BY OTHERS. COORDINATE AND PROVIDE FINAL CONNECTION FROM BOX LOCATED IN PLANETARIUM STORAGE TO RECEPTACLES ON DOME.
- RECEPTACLE FOR SCIDOME CONTROL CONSOLE IN CENTER ON RACK.
- RECEPTACLE FOR AUDIO SYSTEM CONSOLE IN CENTER ON RACK.
- RELAY PANEL FOR BIAX COVE LIGHTS BY ELECTRICAL CONTRACTOR.
- PROVIDE SINGLE FACEPLATE AT 18" AFF FOR AV CONNECTION AND RECEPTACLE FOR MOBILE MONITOR DISPLAYS.
- LOCATE RECEPTACLE WITHIN AV I/O BOX OPENING. COORDINATE WITH TELECOM DRAWINGS. BOND AV I/O BOX TO BUILDING GROUND SYSTEM.
- COORDINATE POWER OUTLET LOCATIONS IN CONCOURSE MAY CHANGE AS A RESULT OF FINAL FURNITURE SELECTION.
- PROVIDE A SINGLE-GANG METALLIC LOW PROFILE WEATHERPROOF, WHILE-IN-USE, EXTRA DUTY, NEMA 3R RATED COVER WITH LOCKABLE TAB IN PREMIUM GRAY POWDER COAT FINISH BOD HUBBELL, MAX2050.
- POWER SHOWN IS FOR GATE LOCATED IN STAIRCASE. COORDINATE MOUNTING HEIGHT OF POWER WITH ARCHITECT PRIOR TO ROUGH-IN.

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 Montgomery College Project #: FP16-077

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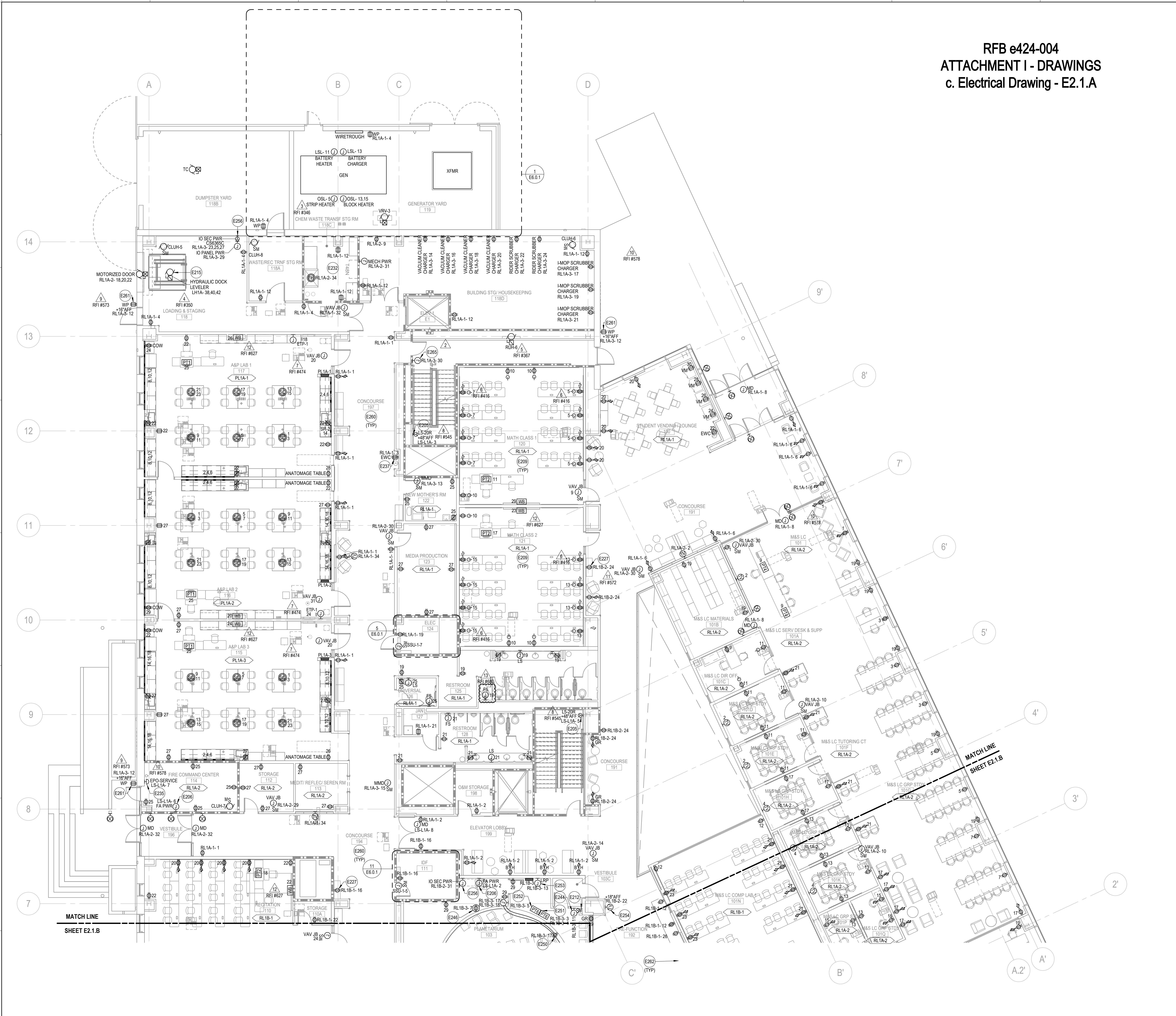
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RFI #679	12	20 MAR 2023
RFI #678	11	03 NOV 2022
RFI #678	10	10 OCT 2022
RFI #673	9	12 OCT 2022
RFI #645	8	16 SEP 2022
RFI #674	7	09 AUG 2022
RFI #616	6	18 MAY 2022
RFI #367	5	11 FEB 2022
RFI #350	4	01 FEB 2022
RFI #246	3	27 JAN 2022
CONFORMED SET		19 NOV 2020
GMF4 - BULLETIN 005	2	11 NOV 2020
GMF4 - ADDENDUM 4A	1	29 JUL 2020
GMF4 - 100% CD & BID SET		20 MAY 2020
GMF4 - 50% CD & PERMIT SET		13 MAR 2020
GMF4 - 50% CD		17 JAN 2020
DESIGN DEVELOPMENT		27 SEP 2019

SEALS AND SIGNATURES



KEYPLAN  
 NORTH  
 SHEET TITLE  
 1ST FLOOR POWER PLAN  
 AREA A

PROJECT NUMBER  
 SHEET NUMBER  
 E2.1.A  
 12543.000



Plot Date: 5/16/2023 10:52:20 AM  
 DHMF

1 FIRST LEVEL ELECTRICAL POWER PLAN AREA A  
 SCALE: 1/8" = 1'-0"