



Office of Procurement  
9221 Corporate Boulevard  
Rockville, MD 20850

REQUEST FOR BID (RFB) NO.: E424-008

**COLLEGE-WIDE BUILDING MAINTENANCE SUPPLIES AND EQUIPMENT**

All bid responses MUST BE RECEIVED **electronically**, by 3:00 PM Eastern Standard Time (EST) on **April 17, 2024**.

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

**Proposal Bond Requirements:** NONE

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

**Pre-Bid Conference:** NONE

**Minority vendors are encouraged to respond to this bid solicitation.**

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

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

**Patrick Johnson, MBA, CPPB**  
Director of Procurement

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

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

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Bid to establish a Cost-Effective Contract for the purchase and delivery of building maintenance, repair and operational supplies (MROs), and small (non-capital) equipment to the College’s three campuses located in Germantown, Rockville and Takoma Park/Silver Spring, and the new East County Education Center, on an as needed basis, 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 “Contractor”.

**1.2 Electronic Bid Submission Due Date and Time**

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

Bid responses shall be submitted electronically, to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu), in a single PDF file attachment, **by 3:00 p.m. Eastern Standard Time, on April 17, 2024**. The subject line of the email must include “Bid Response to Request for Bid No.: E424-008, College-wide Maintenance Supplies. Any bids received at the above email address after submittal deadline, will be automatically rejected. Bids sent to other email address other than the above specified will NOT be accepted.

Proposals shall be certified, signed, and dated by a bona-fide agent of the Bidder, and include minority classification, if applicable. Failure to include all required submittals may render the bid responsive. The College will reject any offer without an authorized signature.

To be considered, all bid responses must be submitted in the manner set forth in this RFB. All bids received shall become the property of the College. In submitting a response to this RFB, a Bidder shall be deemed to have agreed to all terms and conditions. In the event that the College is closed on the bid opening date due to an unforeseen circumstance, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

**1.3 Contact Information**

Request for clarifications related to this solicitation shall be directed to **George Varghese, Purchasing Agent** via e-mail to [george.varghese@montgomerycollege.edu](mailto:george.varghese@montgomerycollege.edu) no later than **5:00 p.m., on March 29, 2024**. 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 Bidder may not initiate contact with any other College representative about this bid.

**1.4 General Conditions and Instructions**

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

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.5 Required Bid Submittal List**

- A copy of Current State of Maryland Business Registration
- Bidder's Qualification Required in Sections 2.3
- Price Proposal (Section 3)
- References (Attachment A)
- Conflict of Interest Statement (Attachment B)
- Contractor Information Form (Attachment C)
- Non-Debarment Acknowledgement (Attachment E)
- Material Safety Data Sheet, if applicable (Reference Section 2.13)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Mid-Atlantic Purchasing Team Rider (Attachment F; Optional)

**1.6 Failure to Submit**

Failure to provide any of the items noted in Section 1.5 may deem a bid response non-responsive.

**1.7 Addenda**

The College will issue an addendum or addenda, if necessary. Notification regarding addenda posted at the College Procurement website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure) will be provided by e-mail, to all perspective Bidders who are known by the College to have received a complete set of solicitation documents by downloading the RFB 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 proposal, and all addenda shall become part of the RFB documents. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

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

**1.8 Submitted Pricing**

All pricing shall be FOB Destination. Firm or discount pricing must be submitted on the Price Proposal Form in Section 3. The prices and discounts offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

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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 lowest Bidder.

**1.9 References**

Bidders must submit **three (3) references** from current or former customers that have purchased similar services **in the past five (5) years**. References from other higher education institutions or government agencies are preferred but not required. All references must include the company and contact names, mailing address, e-mail address, and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the products and services mandated in this solicitation. The College reserves the right to reject a bid based on an unsatisfactory reference. The College also reserves the right to request additional references or contact any site using the Bidder's services. If such contact cannot be established with any individual reference after three attempts, the Bidder must provide an additional reference to replace the nonresponsive one.

**1.10 Bid Evaluation**

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

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

- 1.10.1.1 Bidder has the supplies, equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
- 1.10.1.2 Bidder is financially stable.

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

- 1.10.2.1 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.
- 1.10.2.2 Bidder has provided all documentation and samples requested in the Scope of work/Specifications.
- 1.10.2.3 Complete the Price and discount Proposal page.

**1.11 Bid Rejection**

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

- 1.11.1 Meet the mandatory specifications and requirements.
- 1.11.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.11.3 Supply appropriate and favorable client references.
- 1.11.4 Sign the bid.
- 1.11.5 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.6 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

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**1.12 Subcontractors**

The College seeks proposals from Contractors to furnish and delivery all requested supplies and equipment and will enter into an agreement only with the selected Offeror (s). **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Contractor desires to subcontract part of the contract specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the supplies and equipment to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

**1.13 Contract Award**

At the sole discretion of the College, a single, or multiple awards will be made **in whole, or by group as specified in the Price Proposal Form** to the responsible and responsive Bidder(s) with the **Lowest Grand Total or Group Total Price and/or the largest discount price from published catalog prices**, that can meet or exceed the terms, conditions, and specifications of this solicitation, and in the best interest of the College. The evaluation for award will be made on the basis of payment to the supplier in Net 30 Days from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. This RFB does not commit the College to award a contract. The College may cancel this Request for Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College. **The award is subject to approval by the College Board of Trustees at its June 17, 2024 meeting, in accordance with the College Procurement Policy and Procedures.**

**1.14 Contract Documents**

The College purchase order and change orders, if applicable, Request for Bid in its entirety, and the accepted Bidder's bid response will form the contract. Bidder's requiring their signed contract or terms and conditions separate and apart from the aforementioned must submit such a contract, terms, and conditions with the bid submission. 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.

**1.15 Contract Deadlines and Failure to Deliver**

The Contractor is contractually obligated to meet all agreed-upon deadlines. 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 such charges to the Contractor. Failure of the Contractor to meet deadlines may also be grounds for termination for default.

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**1.16 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. All invoices must include the name and address of the Contractor, taxpayer identification number, College purchase order number, campus location, description of the products and/or services, unit price, quantity and the total amount. All true and correct invoices must be mailed to Montgomery College, Accounts Payable, 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu). Price billed shall not include federal exercise and state sales taxes. Exemption certificate will be furnished upon request. **All inquiries concerning payment status shall be made to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).**

**1.17 Estimated Contract Quantities**

The College's estimated supply/service requirements should not be construed as a guarantee of the actual volume to be purchased.

**1.18 Changes to the Contract**

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 shall be prepared in accordance with the procedure set forth for issuing change orders in the Request for Bid. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work or provides additional products for the project. The Contractor may not accept purchase orders/requests for services or products that are not covered in this contract or make changes to the Scope of Work/Specifications unless a price for those services or products have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

**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.

**1.20 Term of Contract**

The initial term of contract will be **one (1) year** starting from July 1, 2024. At the sole discretion of the College, the contract may be renewed for up to **four (4) additional one-year extensions**, in compliance with the contract and with the same terms and conditions of the original contract, and as long as the Contractor performance is satisfactory, services are needed, and funds are available for this purpose. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

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**1.21 Contract Price Adjustment**

Contract prices shall remain fixed for the initial one-year term. Requests for price adjustment after first year must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal term. A contract price adjustment requests, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area, as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (PCI-U), not seasonally adjusted; most current year final index (no preliminary).

The College reserves the right for price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations of awards, however, shall be made based on the original bid submission. Subsequent to award, successful bidders must notify the Purchasing Agent of any announced manufacturer's price reductions and give immediate benefit to the College in a proportionate amount.

**1.22 Insurance Requirements**

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within seven (7) days of notice of award.

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

**Workers compensation Insurance** covering the Contractor's employees as required by Maryland State law with the following minimum limits:

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

**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



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

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

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

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

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event

**1.23 Certificate of Insurance**

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. E424-008**. If multi-year contract, current certificates must be provided to the College within seven (7) prior to start of each contract renewal start date. If contractor's insurance certificate expiration/renewal date does not align with contract term expiration, insurance certificate shall be provided at time of renewal.

**1.24 Termination of Insurance**

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

**1.25 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.

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**1.26 Tobacco and E-Cigarette Policy**

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and vendors.

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**SECTION 2 – BACKGROUND AND REQUIREMENTS**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College serves roughly 50,000 students each year, through credit and noncredit programs, at campuses located in East County (White Oak), Germantown, Rockville, and Takoma Park/Silver Spring, and at off-campus sites throughout Montgomery County. The Campus Facilities Offices at East County, Germantown, Rockville (including Central Services Building located at off campus at Rockville), and Takoma Park/Silver Spring focus on maintaining and improving the physical environment in terms of a safe, comfortable, and clean working and learning environment that will maximize student success.

The College is seeking one or more qualified contractor(s) to furnish and deliver maintenance, repairs and operational supplies and small equipment (single piece of equipment not to exceed \$4,999 including all costs associated but not limited to handling, shipping and delivery) for the collegewide campus facilities Offices at East County, Germantown, Rockville and Takoma Park/Silver Spring Campuses, on as needed basis. It is the College's intention to establish a firm fixed unit price contract(s) for the items listed in the solicitation and a firm fixed discount percentage from catalog prices for noncontract items.

**2.2 Scope of Service**

The successful Bidder(s) shall furnish and deliver following maintenance supplies and small equipment:

**2.2.1 Core list**

The core list specified in Section 3 Price Proposal Form is NOT the comprehensive list of items available on the award. These items identified by the College may represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity that are eligible for deeper discounted pricing. **Custodial/cleaning supplies are excluded form this bid solicitation.**

**2.2.2 Other Maintenance Supplies and Small Equipment Items not Listed in Core-list**

In addition to the core list, successful Bidder(s) shall provide a broad supply of maintenance supplies to ensure the support of daily maintenance and operation functions of the College with discounted percentage based on manufacturers' list price. The contract will allow the College facilities offices to purchase non contracted catalogue items on an "as needed" basis from competitively awarded contract (s). The respondents are requested to submit their total line of available products and services. While this non-core catalogue items include Turf and Ground Maintenance Equipment, Floor Maintenance equipment, Parts and Accessories, Supplies, and Services, respondents are encouraged to submit and offering on any or/all products and services available that they currently supply or perform in their normal course of business. The catalogue categories include, but are not limited to the following:

- a. Electrical Supplies.
- b. Building Supplies and Electronics.
- c. Fasteners and Hand Tools.
- d. Hardware and HVAC Supplies; Ice Machines and Refrigeration
- e. Pneumatic Tools

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- f. General Maintenance Supplies
- g. Green Sustainable Products
- h. Hydraulics, Pumps and Safety Products.
- i. Carpet Care Products and Supplies such as pre-sprays, shampoo, spotters, cleaners, post treatments for carpet and upholstery.
- j. Electric Equipment and Supplies (Lighting, Ballasts and fixtures).
- k. Material Handling Equipment, Outdoor Equipment and Power Tools.
- l. Paint Equipment and Supplies.
- m. Plumbing Supplies, Pipe, Valves, Fittings, Etc.
- n. Adhesive, Sealants, Tapes, Test Instruments and Welding Products
- o. Appliances
- p. Swimming Pools Chemicals
- q. Window Treatments
- r. Other Categories: Products and supplies not offered in a category listed above.

It is expected that Bidders will offer a wide array of equipment, products or services at lower prices and with better value than what they would ordinarily offered to single time purchasers.

**2.3 Bidder Qualifications Requirements**

**2.3.1 Mandatory requirements:**

Bidders shall meet the following minimum qualifications requirements to be considered for contract award:

- Must be in business for a minimum of five (5) years.
- Must have at least five (5) years of experience furnishing and delivering a full range of maintenance supply product lines described in herein. Include a brief history and description of the company in the submission.
- Have adequate sales personnel to provide customer services. Bidder must provide the total number of sales persons, the location of sales persons employed by the firm and the proposed sales account/customer service representative.

**2.3.2 Desired requirements**

- A secure Internet-based ordering system is preferred.
- Past experience in higher education institutions is preferred.

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**2.4 Quantities**

The quantities shown on the Price Proposal represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity based on the prior year purchases. These quantities identified are solely for Bidder's information and for the purpose of bid evaluation. It shall not be construed as a guarantee of the actual quantities or minimum quantities to be purchased. The actual purchase quantities will depend on the needs and may be greater or less than the estimates shown.

The College reverses the right to increase or decrease the quantities shown herein at any time during the life of contract to correspond to the actual needs. If the contract quantities are changed or if the contract expires or is cancelled, no allowance will be made to the Successful Bidder(s) for any change in anticipated profits, nor shall changes be considered as waiving or invalidating any conditions or provisions of the contract.

**2.5 Unit Prices**

All prices/discounts shall be FOB destination, and shall include all charges, costs, and fees incurred in the delivery of this procurement. No additional costs, such as transportation, shipping, fuel surcharges or handling charges shall be added to the invoice. The College is exempt from federal excise and state of Maryland sales taxes. Tax exempt certificate will be provided to the successful bidder(s) upon request.

**2.6 Samples**

The College reserves the right to require any Bidder to furnish samples of any item on which they submit a bid. Samples may be requested after the bid opening for verification of "Approved Equal" as stated for most items listed, and for testing whether fit the College existing custodial dispensers. Bidder(s) shall make arrangements for the delivery of samples at no cost to the College to the specific campus location(s) within five (5) working days after the request is made. Each sample submitted shall bear the name of Bidder, item number and bid number. Failure to submit a sample that conforms with the specification or within the time specified may be cause for rejection of the item(s) and may not be further considered for award.

If a Bidder requests to pick up a sample, they must do so within 30 days. Samples will be returned to the Bidder at the Bidder's expense. The College does not bear any pecuniary liability for their loss or damages. If a Bidder fails to pick up the sample, the College will dispose of it at the convenience of the College.

**2.7 Catalogs**

Within seven (7) days after the contract award and after request from the College, Contractor must provide complete price lists and catalogs of their product line both in hard copy and in electronic version at no cost to the College. In addition, contractor shall provide updated catalogs and price list to College no later than seven (7) days at the beginning of each contract renewal period.

**2.8 Method of Ordering**

2.8.1 The College may use purchase orders and College procurement cards to place the orders.

2.8.2 Purchase orders will be issued by the Office of Procurement to the Contractor to order items covered under the contract. An issued PO will become part of the Contract.

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2.8.3 Procurement Cards may be used for the purchase and payments of the orders by the college Users at Facilities Offices or by purchasing agents at the Office of Procurement.

**2.9 Delivery**

2.9.1 Time is of the essence. All products shall be delivered within 3-4 working days after receipt of order.

2.9.2 All delivery shall be made at designated campus locations in accordance with the specifications, between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding college holidays. All deliveries shall be scheduled at least 24 hours in advance.

2.9.3 If an ordered item is on backorder, the College must be notified at the time the order is placed. The College reserves the right not to accept the back orders and purchase these items from other resources.

2.9.4 A delivery ticket or packing slips shall be accompanied for each shipment. All packages must be labeled and clearly identified. Ticket/packing slips shall contain purchase order number, a complete product description, catalog number, quantity ordered, quantity shipped, quantity back ordered, and any other information that may be required by the College. Packing slips must also include unit and extended pricing for charge-back purposes.

2.9.5 The delivery location and contact person for each campus is listed below.

<p><b>East County Education Center (new)</b>                  2221 Broadbirch Drive                  Silver Spring, MD 20904  <u>Note: Contact and loading dock information will be provided at a later date.</u></p>	<p><b>Germantown Campus</b>                  Bioscience Education (BE) Building                  20200 Observation Drive                  Germantown, MD 20876                  Contact: Susan Noble @ 240-567-7883                  Loading Docks and Pallet Jacks are available.</p>
<p><b>Rockville Campus</b>                  Central Receiving Department                  7602 Standish Place                  Derwood, MD 20855                  Contact: Reginald Cabrera @ 240-567-5017                  Loading Docks and Pallet Jacks are available.</p>	<p><b>Takoma Park/Silver Spring Campus</b>                  7600 Takoma Avenue                  Takoma Park, MD 20912                  Contact: Carlos Castillo @ 240-567-1568                  Loading Docks and Pallet Jacks are available.</p>

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**2.10 Warranty**

The successful Bidder shall warrant any goods and equipment furnished shall be of the highest quality, and shall comply with the manufacturer's specifications, and shall be free from all defects in design, materials, and workmanship. The Contract shall be covered by the industry standard or better warranty. All products shall carry a minimum one-year industry standard manufacturer's warranty that includes materials and labor if applicable. Any defective goods shall be immediately replaced free of cost to the College. In addition, successful Bidder warrants the products and supplies are suitable for and will perform in accordance with the ordinary use for which they are intended.

**2.11 Defective Product**

All substandard/defective/damaged products shall be replaced and expedited at Contractor's expense. Contractor shall be responsible for shipping and handling costs or other like expenses, and arranging for pick-up of defective returns within (10) business days. All replacement products must be received by the College within five (5) business days from the receipt of initial notification. **All fragile items shall be packaged with special care and highlighted in large print on packages as "Fragile-Handle with Care"**

**2.12 Return Goods Policy**

The College will apply the following return goods throughout the contract term. By submitting its bid, the Bidder acknowledges he/she has read, understood, and agreed with the following policy.

2.12.1 Returns generated by the successful Bidder's error, over shipment, defective or damaged merchandise, unacceptable situation, other otherwise through no default of the College shall be picked up and return to the successful Bidder with no restocking fee or service charges to the College.

At the option of the College, replacement merchandise for shortages and wrong merchandise shall be made within forty-eight (48) hours of receipt. Defective or damaged merchandise shall be exchanged within five (5) working days following notification.

2.12.2 Returns of catalog stock merchandise generated by ordering error, over purchase, discontinued use, or other default of the College shall be accepted by the Contractor at no cost to the College. The College will bear the freight cost of returned goods.

**2.13 Material Safety Data Sheet**

Bidders offering a brand other than specified shall include a Material Safety Data Sheet (MSDS) in its bid submission. After award, successful bidders shall provide MSDS with each shipment, as required by Federal regulations. Data sheets must be identified with bid and item number. Failure to submit the MSDS will disqualify the bid.

**2.14 Compliance with Laws and Standards**

All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

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**2.15 Sales Services and Customer Support**

Montgomery College desires a Contractor who will provide positive customer service in all its dealings with College employees. During the entire term of contract, the successful bidder(s) shall provide to the College, at a minimum, the following:

- Dedicated Account/Customer Service Representative
- Provide quarterly sales data spend reports to the College.
- Provide product samples upon request.
- 1-800 or local toll-free telephone number for billing/inquiry/problem resolution questions
- 4-hour or less response time for all problem calls and inquiries
- 24-hour problem resolution response time

**2.16 Reporting Requirements**

Successful Bidder(s) will be required to submit quarterly reports using excel spreadsheet to the College detailing all purchased items. Reports shall be submitted by both hard copy and electronic format to the Procurement Office and shall include the following minimum information:

- Blanket purchase order number and order release date, Procurement card and transaction date.
- Items purchased and total dollars spent including item/catalog number, descriptions, unit prices, unit of measurement, quantities and price extension.
- Invoice number and status of receipt of payment from the College.
- Any returns/Credits.

**2.17 Non-exclusive Contract**

The Contractor shall agree to notify the College when it is out of stock on any item due to circumstances beyond its control. Montgomery College reserves the right to purchase from other sources to secure stock unavailable or cannot be supplied immediately by the Contractor or its vendor under those situations. The College also reserves the right to seek competitive quotes from other sources, or competitive bidding for the purchase of catalogue items exceeding \$10,000.

**2.18 Audit**

Montgomery College reserves the right to audit the Contractor's invoices to ensure Contractor adheres to contract terms, conditions, and pricing.

**2.19 Brand Name**

Brand names used in Section 3.1 are known and acceptable products. Reference to brand names and item numbers are offered for information only. The use of such brand name should not be interpreted as the exclusive brand desired, except the items indicated as ONLY brand that will be considered. Bids including proposals to use alternate brands are invited, as long as they are of equal type, and equal or better in quality, except on items indicated as the only brand that will be considered. The burden of proof that alternate brands are, in fact, equal or better falls on the Bidder and must be to College's satisfaction.



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**2.20 Product Updates**

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFB. All requests are subject to review and approval by the College. At no time is the Contractor allowed to unilaterally change products or pricing.

Successful Bidder shall be responsible for notifying the College of all obsolete and discontinued products in writing and in a timely manner.

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**2.21 College Holidays**

See 2024-2025 academic calendar at the following web link for College holidays.

<https://www.montgomerycollege.edu/documents/academics/academic-calendar-2020-2021.pdf>

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**3.1 Core List**

The maintenance supplies listed herein are the items identified by the College that represent the largest annual spend in terms of dollars and/or highest volume in terms of quantity based on the prior year purchases. These quantities identified are solely for Bidder's information and for the purpose of bid evaluation. It shall not be construed as a guarantee of the actual quantities or minimum quantities to be purchased. The actual purchase quantities will depend on the needs and may be greater or less than the estimates shown.

All prices/discounts shall be FOB destination, and shall include all charges, costs, and fees incurred in the delivery of this procurement. No additional costs, such as transportation, shipping, fuel surcharges or handling charges shall be added to the invoice. The College is exempt from federal excise and state of Maryland sales taxes. Tax exempt certificate will be provided to the successful bidder(s) upon request.

**Bidders may bid one or more groups. In order to be considered for award, Bidders must bid on most ) items within the group(s), and provide unit pricing and for each line item, in addition to extended (total annual) price. Bidders must provide discount price/percentage for catalog and non-contract items.**

**Bidders shall provide only ONE ITEM AND PRICE for each line item. No alternatives will be accepted, unless requested by the College.**

Items identified in Group Nos 1 &2 represent the standard specifications accepted by the College, and may be substituted with approved equals of the same quality and packaging. The manufacturer and its part number listed are as a reference only. If an "or equal" item to be bid, Bidders must select the brand and model that meets or exceeds the specified item and submit their bid for that Item, and fill out the manufacturer, stock numbers, and standard packaging for each "or equal" item. Otherwise, it will be deemed that Bidder will offer the products with standard specifications.

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**SECTION 3 – PRICE PROPOSAL**

**Group 1- Air Filters**

<b>No.</b>	<b>Product MERV Rating</b>	<b>Description/Filter Size</b>	<b>Qty</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
1	MERV8	8X41X1	100	ea		
2	MERV 8	8 3/4X38X1	150	ea		
3	MERV 8	9.5X21 3/4X1	50	ea		
4	MERV 8	9,5X21 7/8X1	50	ea		
5	MERV 8	9.5X27 1/8X1	75	ea		
6	MERV 8	9,5X27 7/8X1	100	ea		
7	MERV 8	9.5X33 7/8X1	75	ea		
8	MERV 8	10X20 1/2X.5	75	ea		
9	MERV 8	10X26X1/2	50	ea		
10	MERV 8	10X27X1/2	75	ea		
11	MERV8	10X32 3/8X1	25	ea		
12	MERV 8	10X32 3/8X1	50	ea		
13	MERV 8	10X32 7/8X1	50	ea		
14	MERV 8	10 1/2X26X1/2	50	ea		
15	MERV 8	10 1/2X27X ½	50	ea		

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**SECTION 3 – PRICE PROPOSAL**

**Group 1 - Air Filters (continued)**

<b>No.</b>	<b>Product MERV Rating</b>	<b>Description/Filter Size</b>	<b>Qty</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
16	MERV 8	10 1/2X32 3/8X1	50	ea		
17	MERV 8	10 1/2X32 7/8X1	50	ea		
18	MERV 8	11X15X1	50	ea		
19	MERV 8	12X24X2	500	ea		
20	MERV 8	12X30X1	50	ea		
21	MERV 8	14X20X1	50	ea		
22	MERV 8	16X20X2	120	ea		
25	MERV 8	16X20X4	50	ea		
26	MERV 8	16X25X1	100	ea		
27	MERV 8	16X25X2	250	ea		
28	MERV 8	16X25X4	140	ea		
29	MERV 8	17 1/4X25 7/8X1	50	ea		
30	MERV 8	18X20X1	80	ea		
31	MERV 8	18X25X1	100	ea		
32	MERV 8	18X30X1	50	ea		
33	MERV 8	20X20X1	50	ea		
34	MERV 8	20X20X2	150	ea		

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**SECTION 3 – PRICE PROPOSAL**

**Group 1 - Air Filters (Continued)**

<b>No.</b>	<b>Product MERV Rating</b>	<b>Description/Filter Size</b>	<b>Qty</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
35	MERV8	20X24X2	200	ea		
36	MERV 8	20X25X1	50	ea		
37	MERV 8	20X25X2	100	ea		
38	MERV 8	20X30X1	50	ea		
39	MERV 8	22X22X1	50	ea		
40	MERV 8	24X24X2 Pleated	300	ea		
42	MERV 8	25X32X2	100	ea		
43	MERV 8	16X16X2	75	ea		
44	MERV 13	9 1/2X32 7/8X1	75	ea		
45	MERV 13	10 1/2X27 1/2X1/2	25	ea		
46	MERV 13	12X14X3/4	50	ea		
47	MERV 13	12X24X2	400	ea		
48	MERV 13	14X18X1	100	ea		
49	MERV 13	16X16X2	150	ea		
50	MERV 13	16X20X2	175	ea		
51	MERV 13	16X25X2	175	ea		
52	MERV 13	18X25X1	100	ea		

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**SECTION 3 – PRICE PROPOSAL**

**Group 1 - Air Filters (Continued)**

<b>No.</b>	<b><u>Product MERV Rating</u></b>	<b><u>Description/Filter Size</u></b>	<b><u>Qty</u></b>	<b><u>UOM</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
53	MERV 13	20X20X2	75	ea		
54	MERV 13	20X20X4	50	ea		
55	MERV 13	20X24X2	130	ea		
56	MERV 13	20X24X4	50	ea		
57	MERV 13	20X25X2	350	ea		
58	MERV 13	20X25X4	25	ea		
59	MERV 13	24X24X2	220	ea		
60	MERV 14	24X24X12 S HEADER	75	ea		
61	MERV 14	24X24X12 ST BOX	25	Ea		
62	MERV 14	20X20X12 SH	75	Ea		
63	MERV 14	20X20X12 SBOX	75	Ea		
64	MERV 14	20X24X12 SHDR	25	Ea		
65	MERV 14	12X24X12 ST BOX	50	Ea		
66	MERV 14	12X24X12 S HEADER	25	Ea		
67	MERV10	24X24X4	50	Ea		
68	MERV 10	20X20X4	50	Ea		
69	MERV 10	20X25X4	25	Ea		

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**Group 1 - Air Filters (Continued)**

<b>No.</b>	<b>Product MERV Rating</b>	<b>Description/Filter Size</b>	<b>Qty</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Price</b>
70	MERV 8	13X14X1 PLEATED AIR FILTER	60	ea		
71	MERV 8	15X17X1 PLEATED AIR FILTER	120	ea		
72	MERV 8	12X24X2 PLEATED AIR FILTER	200	ea		
73	MERV 8	12X25X2 PLEATED AIR FILTER	36	ea		
74	MERV 8	14x17 1/2x1 PLEATED AIR FILTER	300	ea		
75	MERV 8	20X20X2 PLEATED AIR FILTER	0	ea		
76	MERV 8	24X24X2 PLEATED AIR FILTER	0	ea		
77	MERV 8	16X25X4 PLEATED AIR FILTER	0	ea		
78	MERV8	24X24X4 PLEATED AIR FILTER	12	ea		
79	MERV 13	15x17x1 PLEATED AIR FILTER	120	ea		
80	MERV 13	12x24x4 PLEATED AIR FILTER	12	ea		
81	MERV13	20X25X2 PLEATED AIR FILTER	24	ea		
82	MWRV 13	20X24X4 PLEATED AIR FILTER	24	ea		
83	920-999	VASKIN AIR 251/2X113/4X12 5 PKPOCKET FILTER 95 EFFICIENT BAG FILTER	24	ea		
84	920-999	VASKIN AIR251/2X193/4X12 POCKET AIR FILTER 95 EFFICIENT	48	ea		
85	POLY	30X47 3/4X LINK PANEL	25	ea		
86	POLY	32X52X2 LINK PANEL	25	ea		

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**Group 1- Air Filters (Continued)**

<b>No.</b>	<b><u>Product MERV Rating</u></b>	<b><u>Description/Filter Size</u></b>	<b><u>Qty</u></b>	<b><u>UOM</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
87	POLY	24X24X2 POLY PADS	50	ea		
88	POLY	20X20X2 POLY PADS	75	ea		
89	POLY	16X20X2 POLY PADS	75	ea		
Grand Total Group 1:						\$

**Catalog Discount for All Other Size Air Filters Not Listed Above: \_\_\_\_\_ %**



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**Group 2 - Light Bulbs/Ballasts**

<b>No</b>	<b><u>Product Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
1	Philips 22672-0 FB31T8/TL835/ALTO 31 Watt 3500K T8 U-Bend Medium Bipin Base Bulb	30		
2	Philips 23679-4 F48T8/HO/TL841/ALTO High Output Fluorescent Bulb	100		
3	Philips 28102-2 F32T8/ADV835/EW 28 Watt T8 3500K Fluorescent Bulb	120		
4	Philips 28188-1 F17T8/TL835/ALTO 17w T8 Fluorescent Bulb 3500K	180		
5	Philips 28190-7 F25T8/TL835/ALTO 3500K Fluorescent Bulb	60		
6	Philips 29020-5 F24T5/835/HO/ALTO 24 Watt T5 High Output 3500K Fluorescent Bulb	120		
7	Philips 29083-3 F54T5/841/HO/ALTO 54 Watt T5 High Output Fluorescent Bulb 4000K	240		
8	PHILIPS 45375-3 F32T8/HL741/ALTO 32W T8 48" 4100K 78 CRI Fluorescent Bulbs	30		
9	Philips 47960-0 F32T8/TL935/ALTO Fluorescent Bulb Replaces 28153-5	900		
10	Philips 47962-6 F32T8/TL941/ALTO 32W 2,950 Lumens 4100K Formerly 28155-0	60		
11	Osram 020174 CF9DS/E/840 9 Watt 4 Pin 4100K Compact Fluorescent Bulb	60		
12	Philips 14671-2 5W/827/2P/ALTO 5 Watt PL-S 2 Pin Compact Florescent Bulb	100		
13	Philips 146845 PL-S ALTO 13W/835 Compact fluorescent Bulb 3500K	80		
14	Philips 14685-2 PL-S 13W/841/2P/ALTO 13 Watt 2 Pin Compact Fluorescent Bulb	60		
15	Philips 14867-6 PL-S 9W/827/2P/ALTO 9 Watt 2 Pin Compact Florescent Bulb	60		
16	Philips 14869-2 PL-S 9W/835/2P/ALTO 9 Watt 2 Pin Compact Florescent Bulb	100		
17	Philips 14902-1 PL-T 42W/835/4P/ALTO 3500K Compact Fluorescent Bulb	80		

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**Group 2 - Light Bulbs/Ballasts (continued)**

<b>No</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
18	Philips 16600-9 TL5C 22W/840 22-Watt T5 Circular 4100K Compact Fluorescent Bulb	10		
19	SYLVANIA 20284-7 CF13DS/E/830/ECO 13-Watt 3000K Compact Fluorescent Bulb	100		
20	SYLVANIA 20669-7 CF26DD/E/841/ECO 26-Watt 4100K Compact Fluorescent Bulb	240		
21	Sylvania 20673 CF26DD/E/835/ECO 26-Watt 4 Pin 3500K Compact Fluorescent Bulb	200		
22	SYLVANIA 20871 CF42DT/E/IN/835/ECO 42 -Watt 4 Pin GX24q-4 Base 3500K Compact Fluorescent	20		
23	Sylvania 20881 CF26DT/E/IN/835/ECO 26-Watt 4 Pin 3500K Compact Fluorescent Bulb	100		
24	Sylvania 21273 CF9DS/835/ECO 9-Watt 2 Pin G23 Base 3500K Compact Fluorescent Bulb	100		
25	Philips 35932-3 PL-L 18W/835/4P 3500K 18-Watt Compact Fluorescent Bulb CFL 4 Pin 2G11 Base	80		
26	Philips 38312-5 PL-C 13W/835/USA/2P/ALTO 3500K Compact Fluorescent Bulb	60		
27	Philips 38314-1 13 Watt PL-C 13W/827/2P/ALTO 2 Pin Compact Fluorescent Bulb G24d-1Base	100		
28	Philips 38316-6 18W PL-C 18W/827/2P/ALTO 2 Pin Compact Fluorescent Bulb	40		
29	Philips 38327-3 13 Watt PL-C 13W/835/4P/ALTO 4 Pin Compact Fluorescent Bulb G24q-1 3500K	260		
30	Philips 38332-3 18W PL-C 18W/835/4P/ALTO 4 Pin 3500K Compact Fluorescent Bulb	40		
31	Philips 642219 TL5C 22W/840 Compact Fluorescent Circline Bulb	20		
32	GE 97600 F18DBX/835/ECO4P 18-Watt 4 Pin Compact Fluorescent Bulb	80		
33	GE 97616 F26TBX/835/A/ECO 26-Watt 4 Pin Compact Fluorescent Bulb GX24q-3 Base 3500K CFL	40		
34	GE 97631 F32TBX/835/A/ECO 32-Watt 4 Pin GX24Q-3 Base 3500K Compact florescent bulb	100		

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**Group 2 - Light Bulbs/Ballasts (continued)**

<b>No</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
35	Verilux CFML27VLX10K 27-Watt Quad Tube 4-Pin Circline Daylight Compact Fluorescent Bulb 6500K	4		
36	LEDtronics LED48T8CM-18W-XIW-101WF 18 Watt 100~277VAC 2 Pin/G13 Base LED Bulb	20		
37	LEDtronics LED48T8KL1-18W-XNW-101WF 18 Watt 100~277VAC Base LED Bulb	20		
38	Lutron H3DT832GU110 48" Bulb 120-277V Dimming Ballast	10		
39	Lutron H3DT832GU210 48" Bulb 120-277V Dimming Ballast	24		
40	Advance Centium ICN-1P32-N (1) Lamp F32T8 120/277 Volt Instant Start Ballast	30		
41	Advance Centium ICN-2P32-N (2) Lamp F32T8 120/277 Volt Instant Start Ballast	30		
42	Advance Centium ICN-2S54-T (2) Lamp F54T5/HO 120/277 Volt Ballast	24		
43	Advance Centium ICN-2S28-T 63 to 64 Watt 1 or 2 Lamps Electronic Ballast	24		
44	Advance Centium ICN-3P32-N (3) Lamp F32T8 120/277 Volt Instant Start Ballast	20		
45	Advance Centium ICN-4P32-N (4) Lamp F32T8 120/277 Volt Instant Start Ballast	20		
46	Advance Mark 7 IZT-2PSP32-SC (2) Lamp F32T8 120/277V Dimming Ballast Factor	12		
47	Advance Mark 7 IZT-2S32-SC (2) Lamp F32T8 120/277V Dimming Ballast Factor	10		
48	Advance Mark 7 IZT-3PSP32-SC-35I (3) Lamp F32T8 120/277V Dimming Ballast Factor	12		
49	Advance 71A5570-001D 150/175 Watt Metal Halide Ballast	4		
50	Advance 71A5792-001D 250-Watt Pulse Start Metal Halide Ballast	8		
51	Advance 71A6052001D 400-Watt Pulse Start Metal Halide Ballast	4		

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**SECTION 3 – PRICE PROPOSAL**

**Group 2 - Light Bulbs/Ballasts (continued)**

<b><u>No</u></b>	<b><u>Product Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
52	Advance 71A8071-001D 100-Watt High Pressure Sodium Ballast	8		
53	Advance 71A8172-001D 150-Watt High Pressure Sodium Ballast	8		
54	Bodine B100 Emergency Backup Ballast	8		
55	Universal B228PUNV-N 2 Lamp F28T5 120/277 Volt Ballast	10		
56	Universal AccuStart 5 B254PUNV-D 2 Lamp F54T5/HO 120/277 Volt Programmed Start Ballast	20		
57	Universal Triad C218UNVME 18-Watt CFL Ballast 120/277V	20		
58	Universal Triad C2642UNVME Ballast 120/277V ICF-2S26-H1-LD	24		
59	Lutron EC3DT4MWKU1S CFL Dimming Ballast 120/220/240/277V	5		
60	Lutron EC3DT4MWKU2S 120-277 Volt Dimming	3		
61	Lutron EcoSystem EC5T528JUNV1 Dimming Ballast	5		
62	Lutron EC5T528JUNV2 2 Lamp 28-Watt T5 Dimming Ballast 120/220/240/277V	5		
63	Lutron EC5T554JUNV2 ECO-SYSTEM 2-LAMP 54W T5HO Dimming Ballast	5		
64	Philips Advance VEZ-2S32-SC 277V Dimming Ballast Electronic Lamp	10		
65	Philips Advance VLO-13-TP 22W Magnetic CFL BALLAST 277V	10		
66	Fulham Workhorse 22 WH1-120-L 120 Volt 2 Lamp Ballast	10		
67	Fulham Workhorse 2 WH2-120-2 120 Volt 1 Lamp Instant Start Ballast	10		
68	Fulham Workhorse 22 WH22-277-L 277 Volt 1 Lamp Ballast	5		

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**SECTION 3 – PRICE PROPOSAL**

**Group 2 - Light Bulbs/Ballasts (continued)**

<b>No</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Case Price</b>	<b>Total Price</b>
69	Fusion-ED28 F28FMH250U-MOG/4000K	20 cs		
70	Fusion-ED17FMH150U-MED 400k	20 cs		
71	FUSION-ED17FMH175-MED400k	20 cs		
72	FUSION-FLED22HID-5K-MED 400k	20 cs		
73	GE-MVR175-VBU-MED-DA 400k	20 cs		
74	VENTURE-70WMH-MED 400k	10 cs		
75	T5-48 IN 28WF28T5/35 80/3500K G5BIPN	20 cs		
76	T8-48 in 32wwf32t8/835 80/3500K G13 BIPN	20 cs		
77	T8-30 IN 25W HALCO F25T8/741 ECO70/4100 G13BIPIN	10 cs		
78	T5-48 IN 54W FUSION F54T5/835 3500K 70/4100K G5 BIPIN	5 cs		
79	T5-48 IN 28W SUNLITE F28T5 RED	2 cs		
80	TS 48 IN 28W NARVA F28T5 BLUE	2 cs		
81	Ts-48 IN 28 W OSRAM F28T5 GREEN	2 cs		
82	T5-36 IN 21W PHILLIPS F21T5-830	2 cs		
83	8-WATT TAB A19-8.55-E26-850-ND120-277	25 cs		
84	T8-48 IN 32W FUSION F32T8	5 cs		
	Grand Total Group 2:			\$

**Catalog Discount for All Other Size Light Bulbs/Ballast Not Listed Above: \_\_\_\_\_ %**

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**SECTION 3 – PRICE PROPOSAL**

**Group 3:**

The purpose of this section (Group 3) of the RFB is to establish a cost-effective and strategic sourcing partnership with selected supplier(s) for Maintenance, Repair and Operation (MRO) Supplies and Other Related Products and Services on an as needed basis throughout the contract period. The Offeror shall propose firm discount percentage (%) from contractor’s published catalog list price based on group or commodity level. Products and/or services considered for award shall equal or exceed the quality level of industry standards, and shall comply with all applicable federal, state and local technical and environmental standards. Bidders electing to propose pricing for additional products must submit additional items on a separate list. This list must be labeled as ADDITIONAL ITEMS. Percentage discounts for the proposed products shall be applicable to all orders made under this agreement

Supplier Name	Group Items	Discount %

**Note:** A single or multiple awards will be made **in whole, or by group as specified in the Price Proposal Form** to the most responsible and responsive Bidder(s) with the **Lowest Group Total Price for Group 1 and Group 2 and Highest Discount Percentage for Group 3 Catalogue Items**, that can meet or exceed the terms, conditions, and specifications of this solicitation.

**Montgomery College is sales tax exempt, certificate to be provided upon request**

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

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Company Name

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Name (Printed/Typed)

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Title

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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	
Title	
Telephone #:	
Service Dates	

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

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

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

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

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**ATTACHMENT B – CONFLICT OF INTEREST STATEMENT**

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

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



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**ATTACHMENT C: CONTRACT INFORMATION FORM**

C.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.

C.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

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

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C.5 Please provide the following information

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

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Company Name Name

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Title Authorized Signature and Date

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**ATTACHMENT D: 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 specifications (Please specify below)

Other (Please specify)

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Company Name

Name

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Street Address

Authorized Signature and Date

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City, State, Zip

Title

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**ATTACHMENT E: NON-DEBARMENT ACKNOWLEDGEMENT FORM**

**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 (if you do not have any pending litigation mark "NA or "No").

\_\_\_\_\_ 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, sexual orientation, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and sub-contractors 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.

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

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

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

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

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

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

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

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**ATTACHMENT F: GENERAL CONDITIONS AND INSTRUCTIONS**

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

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

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

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

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

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

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

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



**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFB NO.: E424-008**  
**COLLEGE-WIDE BUILDING MAINTENANCE SUPPLIES AND EQUIPMENT**  
**BID OPENING DATE AND TIME: APRIL 17, 2024; 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.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFB NO.: E424-008**  
**COLLEGE-WIDE BUILDING MAINTENANCE SUPPLIES AND EQUIPMENT**  
**BID OPENING DATE AND TIME: APRIL 17, 2024; 3.00 PM**

**ATTACHMENT F: GENERAL CONDITIONS AND INSTRUCTIONS**

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

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND PUBLIC AGENCIES** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland, **including** the entities 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 PROCUREMENT**  
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**ATTACHMENT G: MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**

**MID-ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE**



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

**Format**

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

**1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

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

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

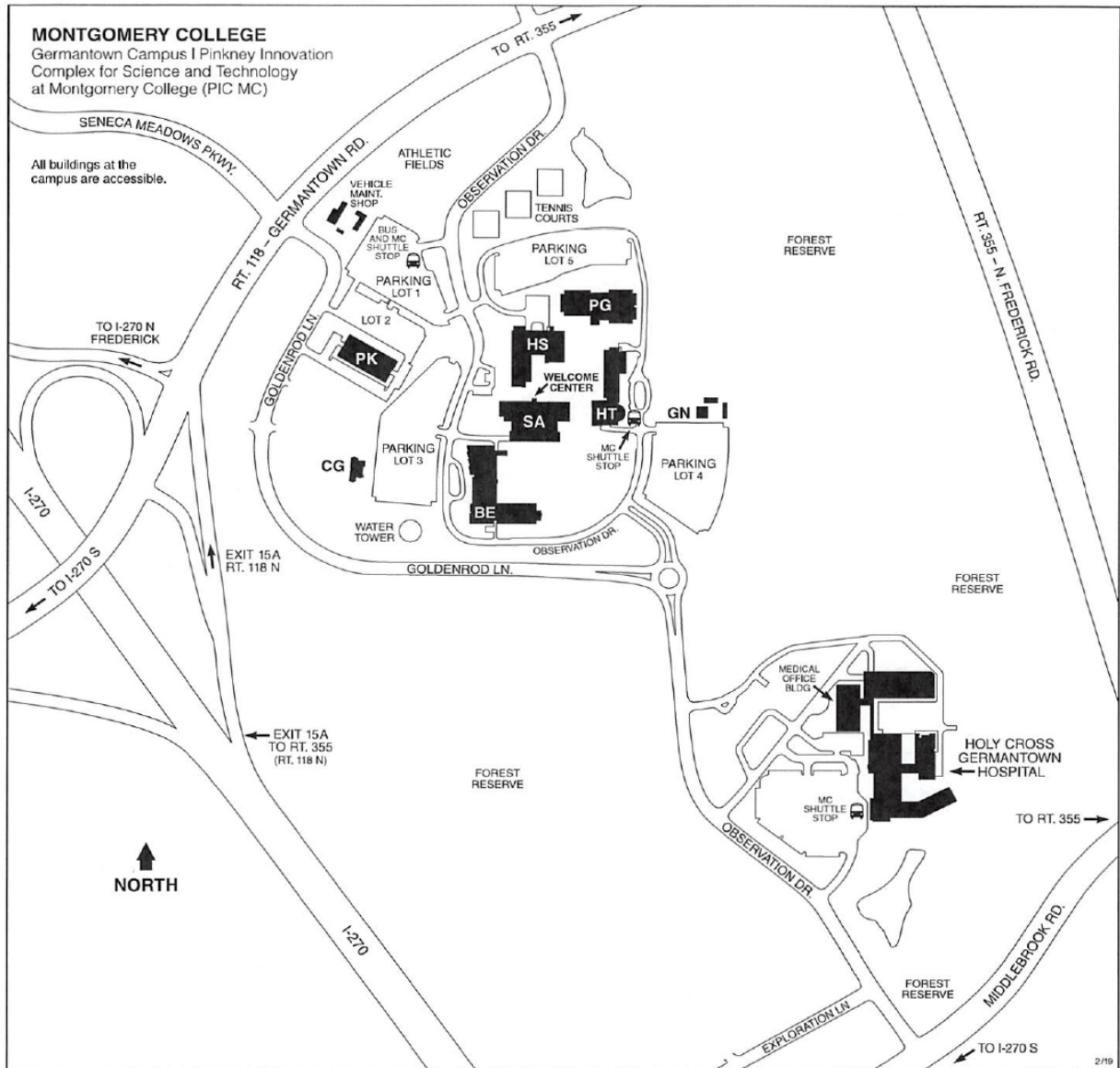
In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

**A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>. Bidders must reference and submit Attachment E to indicate any MAPT agencies/jurisdictions to which it does not extend this Montgomery College contract if awarded the contract.**

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**ATTACHMENT H: CAMPUS MAPS**

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



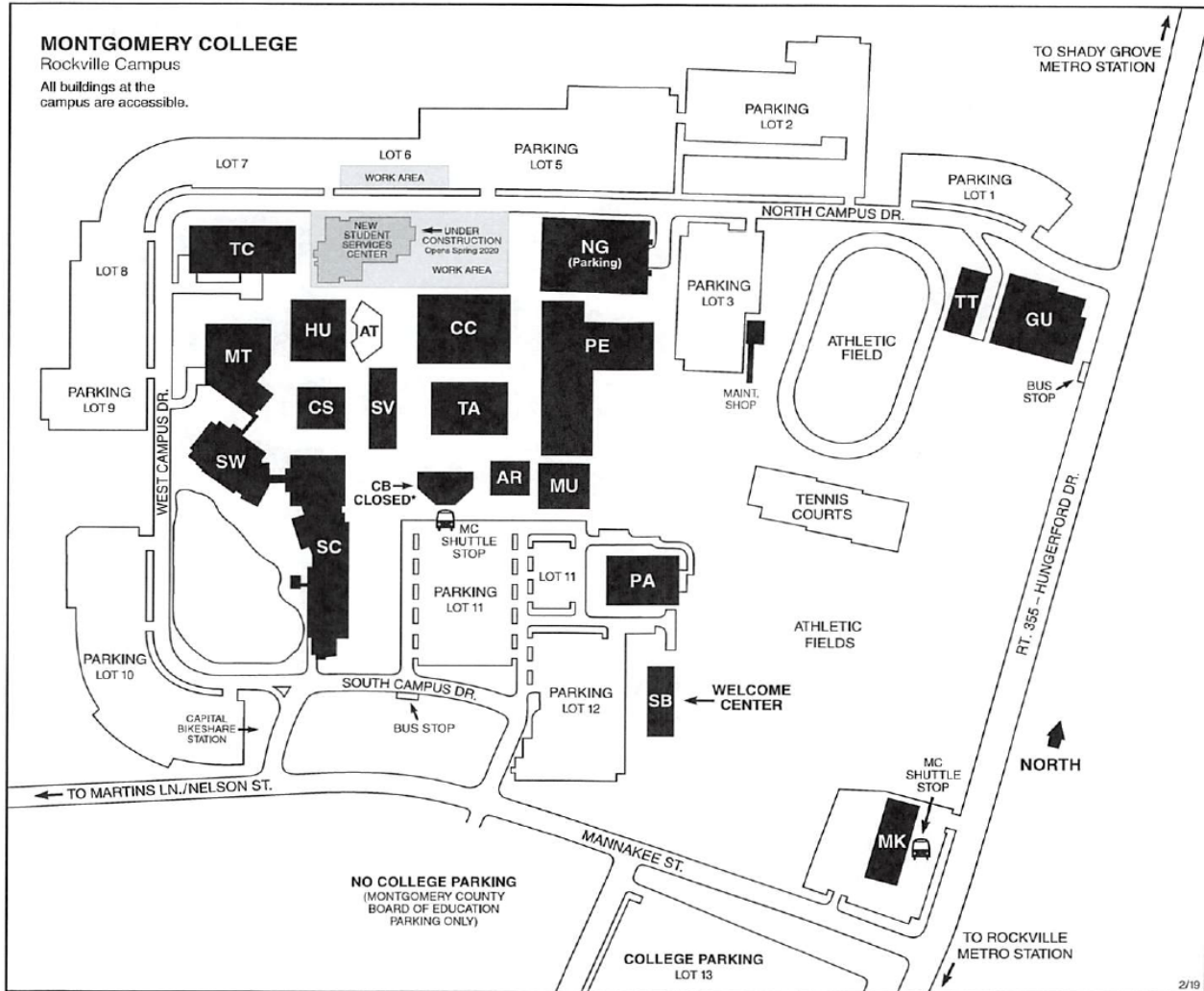
**MC MONTGOMERY COLLEGE**  
 Germantown Campus | Pinkney Innovation Complex for Science and Technology at Montgomery College (PIC MC)  
 20200 Observation Drive  
 Germantown, MD 20876  
 240-567-7700  
[montgomerycollege.edu](http://montgomerycollege.edu)  
 For updates to campus maps, visit [montgomerycollege.edu/maps](http://montgomerycollege.edu/maps)

<b>Legend of Campus Buildings</b> <i>(as of February 2019)</i>	<b>HS</b> Humanities and Social Sciences Building <ul style="list-style-type: none"> <li>▪ Bookstore</li> <li>▪ Cafeteria</li> <li>▪ Library</li> <li>▪ Workforce Development &amp; Continuing Education (WD&amp;CE)</li> </ul>	<b>PK</b> Paul Peck Academic and Innovation Building <ul style="list-style-type: none"> <li>▪ Germantown Innovation Center</li> </ul>
<b>BE</b> Bioscience Education Center <ul style="list-style-type: none"> <li>▪ Conference Center</li> </ul>	<b>HT</b> High Technology and Science Center <ul style="list-style-type: none"> <li>▪ Globe Hall</li> </ul>	<b>SA</b> Student Affairs and Science <ul style="list-style-type: none"> <li>▪ Counseling and Advising</li> <li>▪ Disability Support Services</li> <li>▪ Enrollment Services</li> <li>▪ Financial Aid Office</li> <li>▪ Public Safety Office</li> <li>▪ Student Life Office</li> <li>▪ Welcome Center</li> </ul>
<b>CG</b> Child Care Center <ul style="list-style-type: none"> <li>▪ Center for Early Education (CEE)</li> </ul>	<b>PG</b> Physical Education Building	
<b>GN</b> Greenhouse		

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**ATTACHMENT H: CAMPUS MAPS**

**Rockville Campus**



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

**Legend of Campus Buildings**  
*(as of February 2019)*

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

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

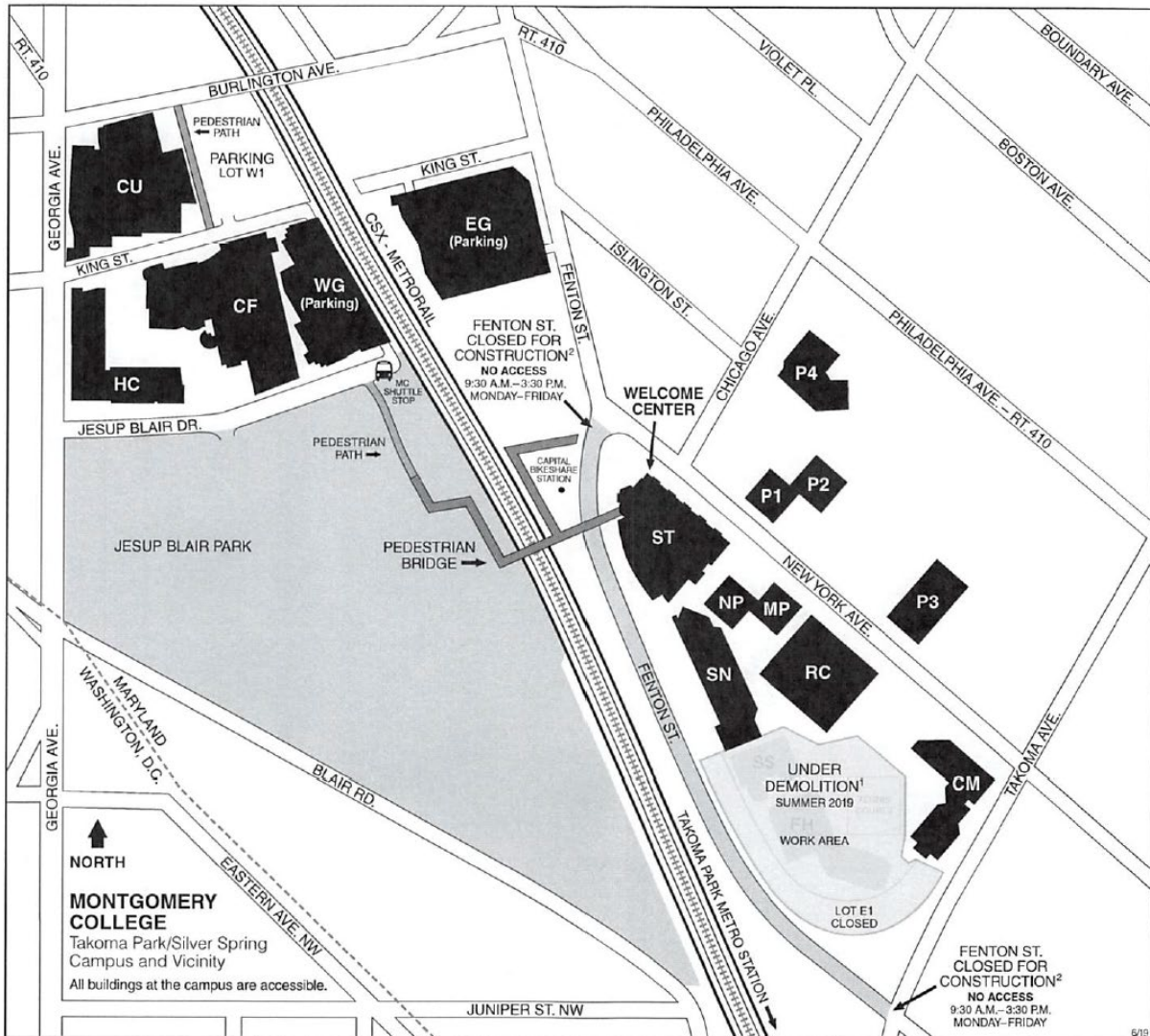
- SC Science Center
- SV Student Services Building
  - Enrollment Services
  - Counseling and Advising
  - Financial Aid Office
- SW Science Center West
- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical Training Center

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

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**ATTACHMENT H: CAMPUS MAPS**

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



**Takoma Park/Silver Spring Campus**

7600 Takoma Avenue  
 Takoma Park, MD 20912  
 240-567-1300; TTY 301-587-7207  
 montgomerycollege.edu

For updates to campus maps, visit  
 montgomerycollege.edu/maps

**Legend of Campus Buildings**  
*(as of June 2019)*

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

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

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

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

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