



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR BID (RFB) NO.: E424-010

PERFORMING ARTS CENTER DECK LIGHTING EQUIPMENT

All bid responses MUST BE RECEIVED electronically, by **3:00 PM** Eastern Standard Time (EST) on **June 6, 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 provide Montgomery College professional grade LED moving Light fixtures for the Robert E. Parilla Performing Arts Center on the Rockville Campus, 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, in a single PDF file attachment, **by 3:00 p.m. Eastern Standard Time, on June 6, 2024**. The subject line of the email must include “Bid Response to Request for Bid No.: E424-010 Performing Arts Center Deck Lighting Equipment. 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 non-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 Online Public Bid Opening

An online bid opening will be conducted at **3:00 p.m. on June 6, 2024** via Zoom video conferencing. Bidding firms are encouraged but not required to attend bid opening. See Zoom meeting call-in details below.

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/91294207442?pwd=MXNJWmViYUE1d2orZzNyeEhWaURIQT09>

Meeting ID: 912 9420 7442

Passcode: 4T43tc

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1.4 Contact Information

Request for clarifications related to this solicitation shall be directed to **Maria Da Conceicao, Purchasing Agent** via e-mail to Maria.DaConceicao@montgomerycollege.edu no later than **5:00 p.m., on May 28, 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.

1.5 General Conditions and Instructions

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

1.6 Required Bid Submittal List

- A copy of current State of Maryland Business Registration
- Price Proposal (Section 4)
- References (Attachment A)
- Conflict of Interest Statement (Attachment B)
- No-Debarment Acknowledgement Form (Attachment C)
- Contractor Information Form (Attachment D)
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Mid-Atlantic Purchasing Team Rider (Attachment G; Optional)

1.7 Failure to Submit

Failure to provide any of the items noted in Section 1.6 may deem a bid response non-responsive.

1.8 Addenda

The College will issue an addendum or addenda, if necessary. Notification regarding addenda posted at the College Procurement website at www.montgomerycollege.edu/procure will be provided by e-mail, to all perspective 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.

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1.9 Submitted Pricing

All pricing shall be FOB Destination. Firm or discount pricing must be submitted on the Price Proposal Form in Section 4. 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.

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.

1.10 References

Bidders must submit **three (3) references** from current or former customers that have purchased similar products or services **in the past three (3) 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.

1.11 Bid Evaluation

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

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

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

1.11.1.2 Bidder is financially stable.

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

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

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

1.11.2.3 Complete the Price and discount Proposal page.

1.11.2.4 Bidder registered to do business in the State of Maryland at time of RFB closing date and time.

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1.12 Bid Rejection

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

- 1.12.1 Meet the mandatory specifications and requirements.
- 1.12.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.12.3 Supply appropriate and favorable client references.
- 1.12.4 Sign the bid.
- 1.12.5 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.12.6 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.
- 1.12.7 Bidder that is not registered to do business in the State of Maryland at time of RFB closing date and time.

1.13 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.

1.14 Contract Award

An award will be made in the best interest of the College, to the responsive and responsible Bidder with the lowest total price 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.

1.15 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.

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1.16 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.

1.17 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. 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. 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.

1.18 Estimated Contract Quantities (If Applicable)

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

1.19 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.

1.20 Disputes

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

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1.21 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

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.

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

1.22 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. E424-010**.

1.23 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.

1.24 Contract Assignment

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

1.25 Tobacco and E-Cigarette Policy

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

1.26 Registration of Corporations Not Registered in the State of Maryland

Vendor must provide, at the time of submitting its proposal, proof of properly registration to do business in the State of Maryland and are in Good Standing. For further information, please visit: <https://businessexpress.maryland.gov/manage/maintain-good-standing-status>

1.27 Notification of Change in Personnel Assigned to Contract

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor(s). New personnel must have equivalent skills to those assigned by the time of contract award. Notification must be provided throughout life of contract,

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

1.28 Bidder’s Proprietary and Confidential Information

As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Bidders must clearly identify each part of the bid that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words “confidential” or “proprietary.”

1.29 Confidentiality

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

1.30 Safeguard of College Property

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

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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 qualified contractor to furnish and deliver a professional grade LED moving Light fixture package to be used for the Robert E. Parilla Performing Arts Center (PAC) guest artists and the theatre arts department on the Rockville Campus.

2.2 Scope of Work/Specifications

The successful Bidder shall furnish and deliver following:

Item #	Description	Quantity
1	Chauvet Rogue Outcast 1 Beam Wash, Includes: IP powerKON Power Cord, 2pcs Omega Bracket Control: 3-pin DMX, 5-pin DMX	12
2	The Light Source #TCB Mega-Trigger Clamp, Black	24
3	4-Fixture Roadcase for Rogue Outcast 1 BeamWash	3
4	Chauvet Maverick STORM 2 Profile, Includes: IP-PowerKON Power Cord, 2pc Omega Brackets Control: 5-pin DMX, ArtNet, sACN, WDMX, CRMX, RDM	6
5	The Light Source #TCB Mega-Trigger Clamp, Black	12
6	2-Fixture Roadcase for MK3 Spot/Profile, MK1 Hybrid, Silens 2 Profile, Outcast 1 Hybrid	3

Products literature/brochure with all and fully described equipment standard specifications (including manufacturer, model number), features, options, drawings, picture of equipment, standard color chart, and proof/citation of UL listing.

2.2.1 Quality and Placement

These fixtures will be used in a semi-permanent capacity. They will either be placed flat on the stage, or hung with the Light Source clamps that were specified. All placement to be done by PAC or Theatre Arts staff.

2.2.2 Power Supply and Wiring

All fixtures will run off existing 120v theatrical power distribution systems in either the PAC or, the Theatre Arts Arena with no modification or additions needed to these systems. The Chauvet Rogue Outcast 1 has an input voltage of 100 to 240 VAC, 50/60 Hz (auto-ranging) and an output of 385 W, 3.25 A @ 120 V, 60 Hz allowing for (3) fixtures at 120v. The Maverick Storm 2 have an input voltage of 100 to 240 VAC, 50/60 Hz

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(auto-ranging) and output: 800 W, 6.82 A @ 120 V, 60 Hz. All power connections can be made by PAC or Theatre Arts staff.

2.2.3 Control System

All fixtures specified will integrate with existing theatrical DMX512 controls systems in either the PAC or Theatre Arts Arena. They will be controlled by existing lighting control consoles. All control connections can be made by PAC or Theatre Arts staff.

2.2.4 Quality Standards and Compliance

All fixtures specified within this package are IP65 rated. They also meet current professional theatrical lighting standards.

2.2.5 Installation and Maintenance Requirements

All fixtures will be installed on existing structure in the PAC or Theatre Arts Arena with the specified Light Source Clamps. Installation to be done by PAC or Theatre Arts staff.

All fixtures are LED based. Maintenance to consist of cleaning of all lenses with Alcohol based Cleaners and the removing of dust and debris from all fans and cooling vents with compressed air, as needed. All maintenance to be conducted by PAC staff.

2.2.6 Warranty and Support

Warranty services would be offered by the winning vendor and should consist minimally of the manufactures base offered warranty on new purchases. Awarded bidder be capable of providing same day service as well as loaner fixtures as needed also, same day.

2.2.7 Delivery and Lead Time

Products must be delivered and received by June 30, 2024.

2.3 Bidder Qualifications Requirements

2.3.1. Bidder must have a minimum of three (3) years of experience selling and installing Professional grade LED Moving Light fixtures.

2.3.2. Bidder must have the capability, experience, infrastructure, personnel, equipment and services required to furnish, deliver the goods and perform the services specified in this bid.

2.3.3. Bidder must be capable of providing same day service as well as loan fixtures as needed, also same day.

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.

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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 Delivery

2.7.1 Time is of the essence. All products shall be delivered, after receipt of the purchase order from the College Office of Procurement, no later than **June 30, 2024**.

2.7.2 All delivery shall be made at designated campus location 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.

2.7.3 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.

2.7.4 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.

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2.8 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.

2.9 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”**

2.10 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.

2.10.1 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.

2.10.2 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.

2.11 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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SECTION 2 – BACKGROUND AND REQUIREMENTS

2.12 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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SECTION 3 – BID SUBMISSION INSTRUCTIONS

3.1 Electronic Bid Submission Instructions

The following **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of all items listed in Section 1.6 Required Bid Submittal List when responding to this Request for Bid.

All responses to this Request for Bid must be submitted electronically, as one attachment, to be sent in a single email on or prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu.

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Bid (RFB) **E424-010 Performing Arts Center Deck Lighting Equipment**

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

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SECTION 4 – PRICE PROPOSAL

The prices offered on the Price Proposal must 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.

No.	Manufacturer	Description	Qty	UOM	Unit Price	Total Price
1		Chauvet Rogue Outcast 1 Beam Wash, Includes: IP powerKON Power Cord, 2pcs Omega Bracket Control: 3-pin DMX, 5-pin DMX	12	each	\$	\$
2		The Light Source #TCB Mega-Trigger Clamp, Black	24	each	\$	\$
3		4-Fixture Roadcase for Rogue Outcast 1 BeamWash	3	each	\$	\$
4		Chauvet Maverick STORM 2 Profile, Includes: IP-PowerKON Power Cord, 2pc Omega Brackets Control: 5-pin DMX, ArtNet, sACN, WDMX, CRMX, RDM	6	each	\$	\$
5		The Light Source #TCB Mega-Trigger Clamp, Black	12	each	\$	\$
6		2-Fixture Roadcase for MK3 Spot/Profile, MK1 Hybrid, Silens 2 Profile, Outcast 1 Hybrid	3	each	\$	\$
Shipping & Handling to Zip Code 20850:						\$
Grand Total:						\$

Indicate number of business days for delivery after receipt of purchase order (ARO): _____

The stated delivery date may be considered in evaluation of the award. Bidders must submit prices and all additional information requested for all line items, including delivery, to be considered for award: failure to do so will deem an offer non-responsive.

Indicate Warranty Period: _____

Montgomery College is exempt from federal excise State of Maryland sales taxes. Sales Tax exemption certificate is available on the College Procurement website at www.montgomerycollege.edu/procure, and may be provided upon request.

Bidders must submit prices and all additional information requested for all line items, including delivery, to be considered for award: failure to do so will deem an offer non-responsive.

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SECTION 4 – PRICE PROPOSAL

Note to Bidder: Submitted price must be inclusive of all costs associated with all requirements listed herein.

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.

Company Name

Name (Printed/Typed)

Title

Authorized Signature and Date

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_ ATTACHMENT A – REFERENCES

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

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

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

Please note: References listed must be able to confirm the 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 – NON-DEBARMENT ACKNOWLEDGEMENT

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:

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 D – CONTRACT INFORMATION FORM

D.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.

Minority Contractor: Yes No

D.2 If yes, please specify minority classification

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

D.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.



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

Yes No



D.6 Please provide the following information:

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT E – 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)

Company Name Representative

Street Address Authorized Signature and Date

City, State, Zip 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 subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor’s employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

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 "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 10, of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

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

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

NON-COLLUSION Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or 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 subContractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor’s employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is

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improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

NON-VISUAL ACCESS The 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, telephone number and service dates. Cited references must be able to confirm, without reservation, the Offerors ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Bidder’s services; or require a site visit to one or more of the Bidder’s reference locations. 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,

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Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

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

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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.

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ATTACHMENT G – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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- 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.

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

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

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Other Local Governments

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

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County

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- Howard County Public Schools System
- Howard Community College
- Queen Anne’s County
- Queen Anne’s County Public Schools

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MWCOG Rider Clause
Approval Form

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

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

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

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