



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO.: E425-002

GEESE MANAGEMENT SERVICES

All proposal responses **MUST BE RECEIVED electronically by 3:00 PM local time on October 29, 2024.**

Prices must remain firm for **90 Days after proposal closing date, but prior to contract award.**

Proposal Bond Requirements: NONE

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

Pre-Proposal Conference: NONE

Minority vendors are encouraged to respond to this proposal solicitation.

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

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

Patrick Johnson, MBA, CPPB
Director of Procurement

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

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. **Corporations must be registered, and in good standing no later than proposal submittal deadline date.** A copy of the registration or application for registration may be requested by the College.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to establish a contract to provide geese management services at the College Germantown and Rockville Campuses, in accordance with the scope of services, terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offerors” and “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor.”

1.2 Request for Proposal Schedule

It is the College’s intent to administer the RFP process for this project according to the schedule dates outlined below. The College reserves the right to alter schedule dates as may be determined necessary in the College’s best interests.

October 1, 2024	Advertising and Issuance of RFP Documents
October 15, 2024	Last Request for Information Due
October 29, 2024	RFP Submission (both Technical and Price Proposals) Due
October 30 – November 13, 2024	Evaluation
November 15, 2024	Contract Award

1.3 Examination of Existing Conditions

Offerors are advised to examine the existing site conditions prior to submitting a proposal in order to see and observe existing working conditions. No allowance will be made to the successful Offeror at a later date for additional costs required because of its failure to visit campus sites.

Each campus is an open-access facility and Offerors are free to tour each site during regular business hours. Offerors are advised to schedule a date and time for examining and investigating existing conditions of each campus and facility prior to submitting a Proposal. Please be aware that classes are in session and each Offeror is requested not to disrupt instructional or administrative activities during site visits. Access to the site and/or College records may be obtained by contacting:

Germantown Campus	Mr. John Byron	Office Tel: 240-567-1999
Rockville Campus	Mr. David Bishop	Office Tel.: 240-567-7343

1.4 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, no later than **3:00 p.m. on October 29, 2024** Eastern Daylight Time (EDT), to vendor.proposals@montgomerycollege.edu. No responses will be accepted after this date and time. No facsimile transmissions or email transmissions to other email address will be accepted. In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise. See Section 3 Proposal Submission for full detailed submission instructions and requirements.

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1.5 Contact Information

Request for information or technical questions related to this solicitation shall be directed to **Yu (Judy) Zhu, Procurement and Contracts Manager** via email to yu.zhu@montgomerycollege.edu. The Offeror may not initiate contact with any other College representative about this RFP. All inquiries and questions must be submitted in writing and received by **5:00 p.m., on October 15, 2024**. No questions will be accepted after this date.

1.6 Addenda

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

1.7 Proposal Validity

Offerors must hold their proposal prices for 90 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.8 General Conditions and Instructions

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

1.9 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal Form (Section 6). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.10 References

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

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

1.11 Subcontractors

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

1.12 Proposal Evaluation

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

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

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

1.12.1.2 Offeror is financially stable.

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

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

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

1.12.2.3 Offeror registered to do business in the State of Maryland at time of RFP closing date and time.

1.13 Proposal Rejection

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

1.13.1 Meet the mandatory specifications and requirements.

1.13.2 Respond in a timely fashion to a request for additional information, data, etc.

1.13.3 Supply appropriate and favorable client references.

1.13.4 Complete the Price Proposal page.

1.13.5 Sign the bid.

1.13.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

1.13.7 Demonstrate Generator maintenance/repair expertise, if sought by the College.

1.13.8 Offeror that is not registered to do business in the State of Maryland at time of RFP closing date and time.

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1.14 Proposal Required Submittal List

See Section 3 for the proposal submission requirements.

1.15 Failure to Submit

Failure to provide any of the items noted in Section 1.13 may deem a proposal response non-responsive.

1.16 Estimated Contract Quantities

If applicable, the College's estimated service requirements should not be construed as a guarantee of the actual volume to be purchased.

1.17 Contract Award

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

1.18 Contract Documents

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

1.19 Contract Term

The initial term of contract will be **January 1, 2024 through December 31, 2025**. At the sole discretion of the College, the contract **may be renewed for four (4) one-year extensions**, in compliance with the contract and with the same terms and conditions of the original contract, and as long as the contractor performance is satisfactory and funds are available for this purpose.

1.20 Contract Pricing

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

1.21 Contract Price Adjustment

Contract prices are to remain fixed for the initial 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

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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 terms. A contract price adjustment request, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustment s 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).

1.22 Contract Modification and Amendment

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

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

1.23 Insurance Requirements

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

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

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

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

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

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

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

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

1.24 Certificate of Liability Insurance

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College **Contract No.: E425-002**. Current certificates must be provided to the College throughout the contract term.

1.25 Termination of Insurance

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

1.26 Contract Assignment

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

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1.27 Contract Deadlines and Failure to Deliver

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

1.28 Contract Billing

The Contractor shall invoice the College monthly no later than the 15th of the month for the preceding calendar month. 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 be signed and dated in addition to including Contractor's mailing address, Contractor's Federal Tax ID number, College purchase order number, the time period covered by the invoice, a brief description of service provided, campus location, and the amount of requested payment. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

Payment will be made in net 30 days from receipt of proper invoice and satisfactory contract performance.

1.29 Public Record and Proprietary Information

The information contained in Proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offerors must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

1.30 Confidentiality

The awarded Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

1.31 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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1.32 Tax Exemption

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

1.33 Notification of Change in Personnel Assigned to Contract

Awarded contractor(s) must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor(s). Notification must be provided throughout life of contract, and within (7) seven business of a change in personnel assigned to contract. Failure to notify Montgomery College may result in termination of contract.

1.34 Notification of Change in Financial Condition

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

1.35 No Exclusive Contract/Additional Services

Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the College may, at any time, secure similar or identical services at its sole option.

1.36 Verification of Registration and Tax Payment

Each Offeror is encouraged to ensure that it is appropriately registered to do business in the State of Maryland, and its business is in good standing before the RFP closing date. Failure to complete the registration with the State of Department of Assessments and Taxation may disqualify an otherwise successful Offeror from recommendation for contract award

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SECTION 2 – SCOPE OF SERVICES

2.1 Background

Montgomery College, a public, fully accredited, open admission higher education institution. Founded in 1946, the college is Maryland's second oldest community college. The College serves roughly 47,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-site locations throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators and staff.

The Germantown Campus is located in upper Montgomery County, Maryland, just east of I-270. The campus has total area of 228.7 acres. There are two (2) storm management ponds, fields, large green spaces, including large common areas on the inter-campus, and nine (9) buildings on this campus.

The Rockville Campus is located about a mile from the Rockville Town Center with total area of 84.6 acres. It is the largest and most comprehensive campus of Montgomery College, serving about 15,000 students each semester. The campus has twenty-one (21) buildings, one (1) storm management pond, athletic fields, parking lots, and one (1) parking garage.

It is the intent of this solicitation to establish a contract to manage the Canada geese at the Germantown and Rockville Campuses. The geese have been known to impede traffic flow, cause a mess on sidewalks and grassy areas and less than favorable walking and playing conditions for the students and the college community. The geese are aggressive towards people during nesting times. The geese management services currently in place is provided by an outside Contractor, using trained border collies to chase the geese from College property. The same Contractor provides nest removal and egg addling when necessary.

2.2 Offeror's Qualification Requirements

Offerors must have a minimum of **five-year experience** regularly engaged in providing geese management services. Offerors having prior successful work experience to a higher education institution similar in size and scope to Montgomery College is preferred, but not required.

2.3 Scope of Services

Contractor shall perform goose management services at least six (6) days a week, with the understanding that the end of March through June, may require more site visits per day, and could be between one (1) to three (3) times a day as needed to control the geese population on the campuses, in accordance with all federal, state and local laws, and obtain at its expense, all licenses, permits, insurance and government approval, if required, necessary to the performance of its obligations under this contract. In addition, egg addling, nest removal and any geese management services must follow the Humane Society of the U.S. protocol at all times. Services shall include, but not be limited to the following:

2.3.1 Egg Addling – to include nests on the ground as well as the rooftops of the buildings on campuses. Contractor must adhere to all laws while egg addling.

2.3.2 Nest Removal – to remove the nests on the ground as well as the rooftops of the buildings on campuses. Contractor must adhere to all federal, state and local laws.

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- 2.3.3 Recordkeeping – accurate record keeping of the egg adding schedule is required by law, and must be submitted to the Contract Administrator at each campus, the week of August 15th of each contract term.
- 2.3.4 Check In/Out – Contractor is required to check in to Campus Security Offices, and sign the log book upon arrival to the campus to document visits/services to the campus are being done. If the window has a sign, please knock. If for some reason no one is at the window, and no one answers, please call 240-567-3333. This number is security central dispatch and they will pass the message on to Security.
- 2.3.5 Public Relations – it is essential that the Contractor maintain positive public relations while on campus. Students, staff and the public will likely ask questions of the Contractor concerning the services being performed. The Contractor must be sensitive to appearances when performing the service, especially when dealing with nesting sites near building entrances or in plain view of the public. If any problems are encountered, the Campus Security Office should be contacted right away.
- 2.3.6 Company ID – all Contractors’ employees are required to carry valid company Identification at all times while on College property.
- 2.3.7 Phone Response Time – All questions should be directed to the contract administrators listed in Section 2.4. Should an Emergency arise, or the Contractor needs to be reached, phone calls from the College should be returned within 24 hours.
- 2.3.8 Weather – services are to be performed year-round, inclusive of rainy or snowy weather, but excluding holidays and the days that the College is closed for inclement weather.

2.4 Contract Administrators

The Contract Administrators for each campus are designated as below. During regular business hours (Monday-Friday, 7:30 am – 4:00 pm) and outside of regular business hours, Contractor must check in with the appropriate campus security office for each visit.

Germantown Campus Facilities

Auto/Ground Maintenance Shed
20200 Observation Drive
Gemantown, MD 20876
College Contact: Mr. John Byron
Phone: 240-567-1999

Germantown Campus Security Office

Science and Applied Studies Building (SA) Room 269
20200 Observation Drive
Germantown, MD 20876
Phone: 240-567-3333

Rockville Campus Facilities

Maintenance Shed Room 100
51 Mannakee Street
Rockville, MD 20850
College Contact: Mr. David Bishop

Rockville Campus Security Office

Student Services Center (SV), Room 122
51 Mannakee Street
Rockville, MD 20850
Phone: 240-567-3333

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2.5 Demonstration

Prior to award, Offerors may be asked to give a demonstration and oral presentation of their services at the campus, while classes are in session.

2.6 Post Award Kickoff Meeting

Contractor may be required to attend a post-award kickoff meeting with the College to go over the contract requirements, service check in, invoicing and others associated with the Contract.

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SECTION 3 – PROPOSAL SUBMISSION

3.1 Electronic Proposal Submission

The following **electronic** proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment F: General Conditions and Instructions. A submittal consisting of Technical Proposal, and the Price Proposal are required when responding to this Request for Proposal.

All Offerors' proposals must be submitted **electronically**, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in **a single email** prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu. Subject line of email must include "Vendor Response to RFP No. E425-002 Geese Management Services". **Failure to submit Proposal and Pricing Proposal as separate attachments, will result bidding firm's disqualification.**

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

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

To be considered, all responses must be submitted in the manner set forth in this RFP. All proposals received shall become the property of the College. In submitting a response to this RFP, an Offeror shall be deemed to have agreed to all terms and conditions.

In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the proposal will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise.

3.2 Required Proposal Submittals

A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

3.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Technical Proposal Form (Section 5)
- Contractor's Qualification Statement
- Geese Management Services Plan
- Contractor Information Form (Attachment A)
- References (Attachment B)
- Conflict of Interest Form (Use Form Provided in Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment G; Optional)
- Signed Acknowledgement in receipt of Addenda, if applicable

SECTION 3 – PROPOSAL SUBMISSION

- Any exceptions to the RFP documents, if applicable

3.2.2 Price Proposal

- Price Proposal (Section 6)

3.3 Submittal Outline

3.3.1 Technical Proposal

Technical Proposal must contain a detailed description of the services offered by the Offeror in response to this RFP. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's capabilities.

Technical submission shall be organized in the following manner:

- **TRANSMITTAL LETTER**
The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization, the address of the main office and all other office locations, the single designated Contractor's Account Representative who will be responsible to serve the College and his/her office locations. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.
- **TECHNICAL PROPOSAL FORM**
Offerors shall complete the TECHNICAL PROPOSAL FORM provided in Section 5 and submit all required attachments.
- **CONTRACTOR INFORMATION FORM**
Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment A.
- **STATEMENT OF QUALIFICATIONS**
The Offeror's statement for qualifications must address the following:
 - ❖ Professional qualifications and technical competence of the firm, subcontractors and staff proposed for the performance of the required services.
 - ❖ Previous experience providing goose management services.
 - ❖ Subcontractor list if applicable.
- **GEESE MANAGEMENT SERVICES PLAN**
Offeror shall submit a detailed plan describing how goose management services will be implemented inclusive of:
 - ❖ Egg addling and nest removal program
 - ❖ Methods/approach for managing the goose population
 - ❖ Milestones or work plans related to proper goose management
 - ❖ Response time for emergency calls

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- ❖ Qualifications and experience of staff assigned to the College, and
- ❖ Any other value-added services.

- **REFERENCES**

Offerors must complete REFERENCES form provided in Attachment B to submit **three (3) references** from current or former customers **within the past three (3) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. Higher Education or government references are preferred but not required. Cited references must be able to confirm, without reservation, the Offeror's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a Proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

- **CONFLICT OF INTEREST FORM** (Use Form provided in Attachment C)
- **NON-DEBARMENT ACKNOWLEDGEMENT** (Use form provided in Attachment D)
- **SIGNED ACKNOWLEDGEMENT IN RECEIPT OF ADDENDA, IF APPLICABLE**
- **MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**
Use Form provided in Attachment G. This is an optional submission.

3.3.1 Price Proposal

Offeror shall submit the completed Price Proposal in a sealed envelope separated from the Technical Proposal.

The price(s) offered on the Price Proposal Form must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement. The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.

SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation Process

All proposals submitted will first be examined for responsiveness and completeness by the College Evaluation Committee. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

Upon the completion of Technical Proposal evaluation, up to four (4) highest technical scored Offerors' price proposals, will then be opened and reviewed by the Procurement Office.

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

4.2 Evaluation Criteria

The evaluation will be based on the following criteria:

4.2.1 Technical Proposal (80% of total available score)

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

- Qualifications and relevant experience of the firm and proposed staff assigned to the Contract (40% of total score)
- Proposed Geese Management Plan (40% of total score)

4.2.2 Price Proposal (20% of total available score)

Offeror's Price Proposal will be evaluated with the lowest responsive and responsible proposal price (total price) awarded the highest point score, and higher price proposals will receive reduced point scores by ratio in comparison with the lowest price proposal. The College reserves the right to negotiate the pricing, if it is determined to be in the best interest of the College to do so.

4.3 Contract Award

Contract award will be made in consideration of Technical Proposal and Price Proposal and the substantiated ability of the apparent highest overall scored, responsive and responsible Offeror meeting or exceeding all RFP terms, conditions, and scope of services.

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SECTION 5 – TECHNICAL PROPOSAL FORM

To: Montgomery College
Re: RFP No.: E425-002
Geese Management Services
Attn.: Procurement Office
Montgomery College
9221 Corporate Boulevard
Rockville, Maryland 20850

From: _____
(Offeror's Name)

PART 1 – All proposals must be submitted electronically. Offer must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to: vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include "Offeror Response to RFP No. E425-002, Geese Management Services". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

PART 2 – Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions contained in this section will make the proposal non-responsive and be grounds for rejection of the entire proposal. Conditional proposals will not be accepted.

PART 3 – Offeror acknowledges receipt of the following addenda:

Number _____ Date _____
Number _____ Date _____
Number _____ Date _____
Number _____ Date _____

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

PART 4 – The Offeror proposes to provide all of the necessary labor, materials, equipment and insurance for the geese management services and associated work as indicated in the contract document as specified in the Request for Proposal documents. The work to be performed by the Offeror shall include all items accepted by the College as part of the Offeror's submittal. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contract. All work shall be

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SECTION 5 – TECHNICAL PROPOSAL FORM

done in accordance with the accompanying scope of work/services for the amount listed on the Price Proposal Form, if any, as applicable in accordance with the terms of the RFP documents.

PART 5 – TECHNICAL PROPOSAL SUBMITTAL ATTACHMENTS

Technical Proposal Form and all Attachments include:

- (1) Transmittal Letter
- (2) Technical Proposal Form (Use Form provided in Section 5)
- (3) Contractor’s Qualification Statement
- (4) Geese Management Services Plan
- (5) References (Use Form Provided in Attachment A)
- (6) Contractor Information Form (Use Form provided in Attachment B)
- (7) Conflict of Interest Form (Use Form Provided in Attachment C)
- (8) Non-Debarment Acknowledgement (Attachment D)
- (9) Signed Acknowledge in receipt of Addenda, if applicable
- (10) Mid-Atlantic Purchasing Team Rider Clause (Attachment G; Optional)
- (11) Any exceptions to the RFP documents, if applicable

PART 6 – The undersigned agrees that if they are selected as the Contractor, they will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the College, execute a Contract in accordance with the terms of the Request for Proposals and the Proposal Documents.

PART 7 – The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

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SECTION 5 – TECHNICAL PROPOSAL FORM

PART 8 – SIGNATURES:

_____ (Company Name) _____ (Date)

_____ (Address)

_____ (Telephone Number)

_____ (Facsimile Number)

By: _____
SEAL IF A CORPORATION Authorized Agent & Title (Print)

_____ Signature

_____ (F.E.I.N.)

_____ (Contact Email Address)

BE SURE TO SIGN YOUR PROPOSAL

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SECTION 6 – PRICE PROPOSAL FORM

Item	Description	Unit Price (\$)	Quantity	Total Price
1	Provide Goose Management Services for the Germantown Campus	\$_____/Month	12 months	\$_____/Year
2	Provide Goose Management Services for the Rockville Campus	\$_____/Month	12 months	\$_____/Year
3	Provide Egg Addling Services at both campuses	\$_____/Nest	3*	\$_____
4	Provide Nest Removal Services at both campuses	\$_____/Nest	3*	\$_____
	Total Price			\$_____

*Quantities provided in Item 3 & Item 4 are for the purpose of price evaluation only.

Contractor’s Normal Business Hours: _____

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

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

The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. The cost for travel to each location shall be include in the above unit cost. The College does not pay fuel surcharges. No allowance will be made at a later date for additional charges due to the Offeror’s omission. An aggregate award will be made in the best interest of the College to the highest evaluated, most responsible, responsive Offeror that can meet the terms, conditions, and specifications of this solicitation.

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

 Company Name Name of Signatory

 Title of Signatory Signature of Signatory and Date

 Mail Address Telephone Number

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ATTACHMENT A – CONTRACTOR INFORMATION FORM

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

A.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

A.5 Please provide the following information

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

Company Name

Name

Title

Authorized Signature & Date

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ATTACHMENT B – REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT C – CONFLICT OF INTEREST STATEMENT

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 D – 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 D describing the pending litigation or debarment.

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

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 E – NO PROPOSAL RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip

Title

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

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

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

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

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

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

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

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. **Corporations must be registered, and in good standing no later than proposal submittal deadline date.** A copy of the registration or application for registration may be requested by the College.

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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.

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE

- Montgomery County Housing Opportunities Commission
- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George’s County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERATIVE RIDER CLAUSE

**MWCOG Rider Clause
Approval Form**

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

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

Participating Agency Name: _____

Contact Person: _____

Phone: _____ Email Address: _____

Solicitation/Contract Information:

Name Solicitation/Contract: _____

Lead Agency/Contract Holder: _____

Contact Person: _____

Solicitation/Contract Number: _____ Other Reference: _____

Vendor Information:

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone: _____ Email Address: _____

See questions on next page

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE RIDER CLAUSE

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

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

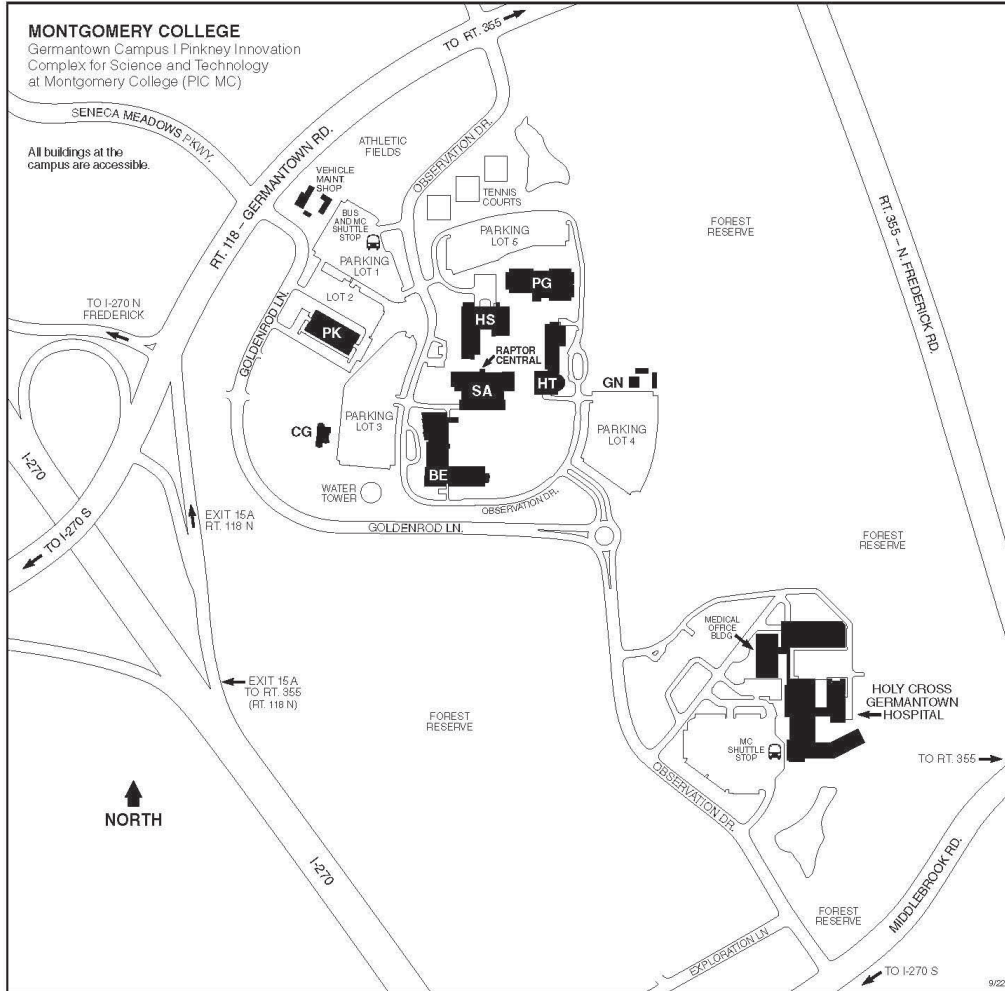
Any Participating Agency (MAPT/COG) member that wishes to piggyback a MAPT/COG contract, must complete form and return to COG, via email: purchasing@mwkog.org.

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ATTACHMENT H – CAMPUS MAPS

MONTGOMERY COLLEGE

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
 240-567-7711
 Public Safety: 240-567-3333 (24/7)
montgomerycollege.edu/safety
montgomerycollege.edu/maps

Legend of Campus Buildings
(as of September 2022)
BE Bioscience Education Center
 ▪ Conference Center
CG Child Care Center
 ▪ Center for Early Education (CEE)
GN Greenhouse

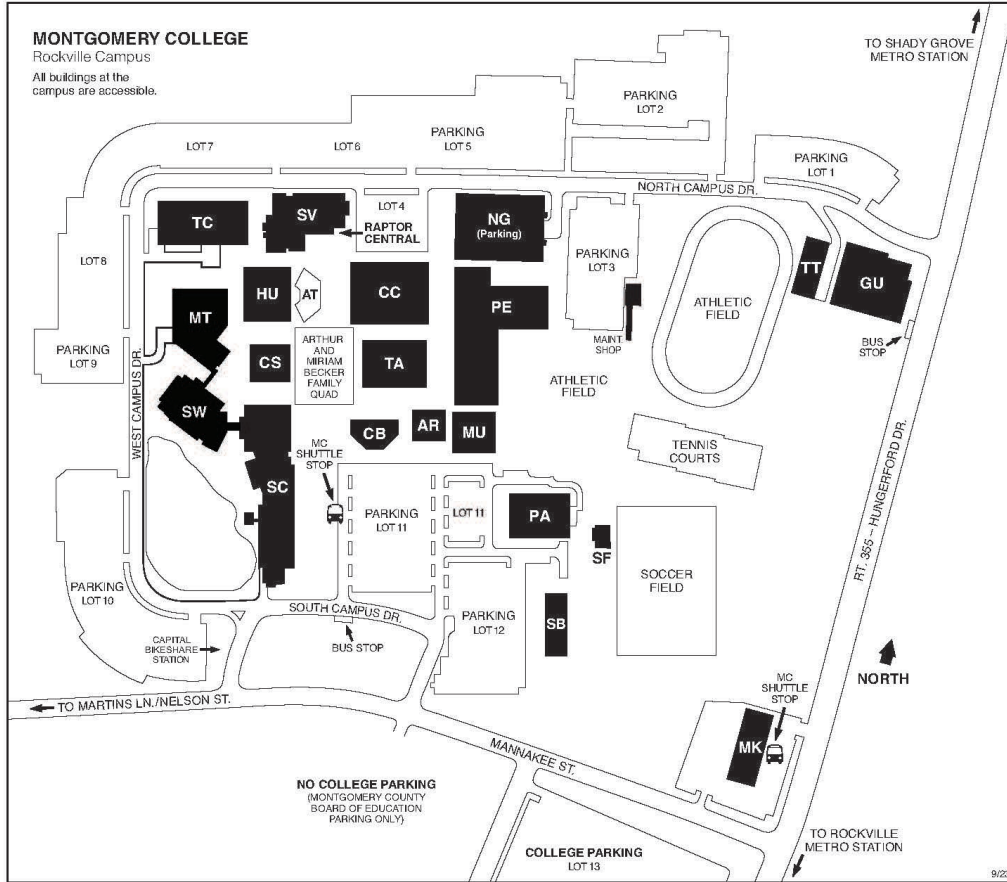
HS Humanities and Social Sciences Building
 ▪ Bookstore
 ▪ Cafeteria
 ▪ Library
 ▪ Workforce Development and Continuing Education (WDCE)
HT High Technology and Science Center
 ▪ Globe Hall
PG Physical Education Building

PK Paul Peck Academic and Innovation Building
 ▪ Germantown Innovation Center
SA Dr. DeRionne P. Pollard Student Affairs and Science Building
 ▪ Counseling and Advising
 ▪ Disability Support Services
 ▪ Financial Aid Office
 ▪ Public Safety Office
 ▪ Raptor Central (Admissions, Enrollment, Visitor Services)
 ▪ Records and Registration Office
 ▪ Student Life Office

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ATTACHMENT H – CAMPUS MAPS

MONTGOMERY COLLEGE
 Rockville Campus



MC MONTGOMERY COLLEGE
Rockville Campus
 51 Mannakee Street
 Rockville, MD 20850
 240-567-5000; TTY 301-294-9672
 Public Safety: 240-567-3333 (24/7)
montgomerycollege.edu/safety
montgomerycollege.edu/maps

Legend of Campus Buildings
(as of September 2023)
 AR Paul Peck Art Building
 AT Amphitheatre
 CB Academic Annex
 CC Campus Center
 ▪ Bookstore
 ▪ Cafeteria
 ▪ Workforce Development and Continuing Education (WDCE)
 CS Computer Science Building
 GU Homer S. Gudelsky Institute for Technical Education
 HU Humanities Building

MK Mannakee Building
 ▪ Center for Training Excellence
 ▪ ignTe Hub
 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
 SC Science Center
 SF Soccer Field Concession Building

SV Long Nguyen and Kimmy Duong Student Services Center
 ▪ Assessment and Testing Centers
 ▪ Counseling and Advising
 ▪ Disability Support Services
 ▪ Financial Aid Office
 ▪ Public Safety Office
 ▪ Raptor Central (Admissions, Enrollment, Visitor Services)
 ▪ Records and Registration Office
 ▪ Student Life Office
 SW Science Center West
 TA Theatre Arts Building
 TC Technical Center
 TT Interim Technical Training Center