

OFFICE OF PROCUREMENT MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES RFB NO.: E425-008 BID DUE DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ADDENDUM #3 ISSUED: MAY 02, 2025

PURPOSE THIS ADDENDUM IS TO MAKE THE FOLLOWING CHANGE TO THE RFB DOCUMENTS:

- 3-1 <u>Add</u> 2.3.2 (h) in Section 2 Scope of Work/Specifications to further clarify Item 2-2 of Addendum #2 regarding Montgomery County Pesticide Law.
 - 2.3.2 (h) Per Montgomery County Department of Environmental Protection (DEP), Montgomery College is <u>exempt</u> from the County Pesticide Law because the College is State property.

Montgomery College stormwater structures do not use pesticides unless as a last resort, and would have to be an aquatic pesticide, since these structures are linked directly to water systems. Given that youth are active on College grounds, limited use of pesticides is highly recommended.

All other specifications, terms and conditions remain unchanged.

-TA.A.

Patrick Johnson, MBA, CPPB Director of Procurement

Please sign below to acknowledge receipt of this Addendum and return with your bid submission. If your bid has already been submitted, acknowledgement may be submitted separately. Failure to return this Acknowledgement of Addendum may deem a bid nonresponsive.

NOTE: All bids MUST be sent **electronically** by 3:00pm Eastern Standard Time (EST), May 5, 2025, to vendor.proposals@montgomerycollege.edu. No responses will be accepted after this date and time. ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDUM WILL NOT BE ACCEPTED BY FACSIMILE.

Company Name

Authorized Signature

Printed/Typed Signature

Date



OFFICE OF PROCUREMENT MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES RFB NO.: E425-008 BID DUE DATE AND TIME: MAY 5, 2025 @ 3:00 PM

ADDENDUM #2

ISSUED: MAY 1, 2025

THE PURPOSE OF ADDENDUM IS TO EXTEND THE BID OPENING DATE AND PROVIDE ANSWERS TO THE REQUEST FOR CLARIFICATIONS.

- 2-1 Change the Bid Opening Date and Time from May 1, 2025 at 3.00 pm to May 5, 2025 at 3:00 pm.
- 2-2 Question: Is Montgomery College is exempt from the county regulation as related to lawn application?
 - Answer: Montgomery College is **EXEMPT** from standard regulations applicable to basic lawn pesticide services. However, Montgomery County Environmental Protection Agency limits the use of pesticides and types to Storm Water Structures and Bio-Retention areas.
- 2-3 Question: What is the APPA level standard for Germantown Campus?

Answer: Cutting an APPA Level 2 is required.

2-4 Question: Is it required to hire the current contractor's employees for the new contract?

Answer: Not required.

All other specifications, terms and conditions remain unchanged.

TACI.

Patrick Johnson, MBA, CPPB Director of Procurement

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Company Name

Authorized Signature

Date

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OFFICE OF PROCUREMENT MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES RFB NO.: E425-008 BID DUE DATE AND TIME: MAY 1, 2025 @ 3:00 PM

ADDENDUM #1

ISSUED: APRIL 22, 2025

THE PURPOSE OF ADDENDUM IS TO MAKE THE CHANGES TO THE RFB DOCUMENTS:

Item 1-1 Add a site opportunity to the Germantown Campus in Section 1.3 as follows:

A group site visit opportunity to the <u>Germantown Campus</u> will be provided at **9:00 am, Monday, April 26, 2025.** Mr. John Byron, Grounds Maintenance Supervisor from Germantown Campus Facilities Office will meet all interested Bidders in front of **Paul Peck Academic and Innovation Building (PK), 20200 Observation Drive, Germantown, MD 20876.** See campus and building directions at <u>https://www.montgomerycollege.edu/about-mc/campuses-and-locations/germantown-</u> <u>campus/index.html</u>)

John can be reached via email at john.byron@montgomerycollege.edu, or by phone at 240-567-1999.

Item 1-2 Update the **REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** on the bid cover page as follows:

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. The registration process can be completed at the following link: <u>https://businessexpress.maryland.gov/start/register-a-business-in-maryland</u>

NOTE: <u>Failure to complete the registration process by the bid submittal deadline listed above, WILL</u> result in the disqualification of your submitted bid.

Item 1-3 <u>Delete</u> Section 1.32 in its entirety and <u>replace</u> with the following:

1.32 State of Maryland Proof of Registration

NOTE: Proof of State of Maryland business registration and standing will be verified with the Maryland State Department of Assessments and Taxation. For further information, please visit: https://businessexpress.maryland.gov/manage/maintain-good-standing-status.



OFFICE OF PROCUREMENT MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES RFB NO.: E425-008 BID DUE DATE AND TIME: MAY 1, 2025 @ 3:00 PM

ADDENDUM #1

ISSUED: APRIL 22, 2025

Item 1-4 <u>Revise</u> Section 1.24 Insurance Requirements and <u>re-issue</u> as follows:

1.24 Insurance Requirements

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

- a) Commercial General Liability Insurance including all extensions:
 \$2,000,000 each occurrence;
 \$2,000,000 personal injury;
 \$2,000,000 products/completed operations;
 \$2,000,000 general aggregated
- b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- c) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- d) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name on its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

All other specifications, terms and conditions remain unchanged.

-TICA

Patrick Johnson, MBA, CPPB Director of Procurement



OFFICE OF PROCUREMENT MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES RFB NO.: E425-008 BID DUE DATE AND TIME: MAY 1, 2025 @ 3:00 PM

ADDENDUM #1

ISSUED: APRIL 22, 2025

Please sign below to acknowledge receipt of this Addendum and include in the bid submission. Failure to return

this Acknowledgement of Addendum may deem a bid nonresponsive.

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

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Procurement 9221 Corporate Boulevard Rockville, MD 20850

REQUEST FOR BID (RFB) NO.: E425-008

MULTI-FACILITY GROUND MAINTENANCE AND POND WEED CONTROL SERVICES

All bid responses MUST BE RECEIVED electronically by 3:00 PM Eastern Standard (EST) on May 1, 2025.

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

Proposal Bond Requirements:None.Performance, Labor andNone.Material Bond requirements:None.

Pre-proposal Conference:9:30 a.m., April 22, 2025, Room S108, 1st Floor BOT Gallery, Central
Services Building, 9221 Corporate Boulevard, Rockville, MD 20850.

Minority vendors are encouraged to respond to this bid solicitation.

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

-TACA

Patrick Johnson, MBA, CPPB Director of Procurement

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

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

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SECTION 1 – BID INFORMATION

1.1 Intent

It is the intent of this Request for Bid to select one or more qualified contractors licensed in the State of Maryland to provide ground maintenance and pond vegetation control services for the College Central Services building, Germantown and Rockville campuses, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Bid Schedule

It is the College's intent to administer the RFB process 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.

April 14, 2025	Advertising and Issuance of RFB Documents
April 22, 2025	Pre-Proposal Meeting
April 24, 2025	Last Request for Information Due
May 1, 2025	Bid closed and publicly opened via zoom at 3PM
May 2 – June 13, 2025	Evaluation
June 16, 2025	Contract Award to be approved by the College Board of Trustees

It is the College's intention to seek approval of award recommendation by the College Board of Trustees at the **June 16, 2025** meeting, and the award is subject to approval by the Board of Trustees.

1.3 Pre-bid Meeting and Site Examination

A Pre-Bid Conference will be held on April 22, 2025 at 9:30 a.m. in Room S108, Central Services Building, 9221 Corporate Blvd., Rockville, MD 20850. Attendance by interested Bidders is strongly encouraged.

Bidders are <u>**REQUIRED</u></u> to examine and investigate existing site conditions prior to submitting a bid. A site visit opportunity to the Central Services (CT) Building and the Rockville Campus will be provided right after the Pre-bid meeting. To schedule a site visit to the Germantown Campus, or an additional site visit to the Central Services building and Rockville Campus, please send a written request to:</u>**

Germantown Campus	Mr. John Byron	email: john.byron@montgomerycollege.edu
CT & Rockville Campus	Mr. David Bishop	email: <u>david.bishop@montgomerycollege.edu</u>

<u>Bidders must include in its bid submittal the Verification of Examination of Site Conditions form (included in Attachment I) signed by above authorized College representative for each facility location.</u>

No allowance shall be made to the successful bidder(s) at a later date, for additional work required due to their failure to inspect the project sites. Please be aware that classes are in session and Bidders are requested not to disrupt instructional or administrative activities during site visits.

1.4 Electronic Bid Submittal Due Date and Time

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

SECTION 1 – BID INFORMATION – continued

Bid responses shall be submitted electronically, to <u>vendor.proposals@montgomerycollege.edu</u> in a single PDF file attachment by **3:00 pm** Eastern Standard Time on **May 1, 2025**. The subject line of the email must include, "Bid Response to Request for Bid No. E425-008. Any bid received at the above email address after submittal deadline, will be automatically rejected, Bids sent to other email address other than the above specified will NOT be accepted.

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

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

1.4 Online Public Bid Opening

An online bid opening will be conducted **at 3:00 pm on May 1, 2025** via zoom. Bidders are encouraged to attend the bid opening, but are not required. See zoom meeting call details below.

Join Zoom meeting

Topic: E425-008 Ground Maintenance Public Bid Opening Time: May 01, 2025 03:00 PM Eastern Time (US and Canada)

https://montgomerycollege.zoom.us/j/98369157807?pwd=hmjuVyZd4t27ecY53OYs8OBGiZ5b7I.1

Meeting ID: 983 6915 7807 Passcode: 649669

Dial by your location+1 301 715 8592 US (Washington DC)

1.5 Contact Information

Request for clarifications related to this solicitation shall be directed to **George Varghese, Purchasing Agent** via e-mail to <u>george.varghese@montgomerycollege.edu</u>. Bidders may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing and received by **5:00 p.m. on Thursday, April 24, 2025.** No questions will be accepted after this date. All questions received by the noted deadline will be answered and send via email to all firms that downloaded original solicitation from the College Procurement Website at <u>www.montgomerycollege.edu/procure</u>

It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in the addenda.

SECTION 1 – BID INFORMATION – continued

1.6 General Conditions and Instructions

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

1.7 Bid Required Submittal List

- A copy of the Bidder's Current Business Registration in Maryland
- A copy of Current Commercial Pesticide/Herbicide Applicator's License as required by State of Maryland to perform services outlined in the specifications.
- Price Proposal (Section 3)
- References (Attachment A)
- Contractor Information Form (Attachment B)
- Conflict of Interest Statement (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Verification of Examination of Site Conditions Form (Attachment I)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment G) Optional
- Signed Acknowledgement of Addenda, if applicable
- Subcontractors List, if applicable
- Any exceptions to the RFB documents, if applicable

1.8 Failure to Submit

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

1.9 Addenda

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

Only answers provided via an addendum issued by the Procurement Office will be binding. It is Bidder's sole responsibility to check the College Procurement website for all posted addenda before submitting a bid. Acknowledgement of the receipt of all addenda must accompany the Bidder's proposal, and all addenda shall become part of the RFB documents. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

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

1.10 Pricing

All pricing shall be FOB Destination. Firm or discount pricing must be submitted on the Price Proposal Form in Section 3. <u>The prices and discounts offered on the Price Proposal must be fully loaded and include all</u>

SECTION 1 – BID INFORMATION – continued

<u>charges, costs, and fees incurred in the delivery of this procurement.</u> <u>No allowance will be made at a later</u> <u>date for additional charges due to the Offeror's omission.</u> Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

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

1.11 References

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

1.12 Bid Evaluation

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

- 1.12.1 Bidder is **responsible** Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibleness:
 - 1.12.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
 - 1.12.1.2 Bidder is financially stable.
- 1.12.2 Bidder is **responsive** Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
 - 1.12.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
 - 1.12.2.2 Bidder has provided all documentation and samples requested in the Scope of Work/Specifications.

1.13 Bid Rejection

The College reserves the right to reject any or all bids received as the result of this RFB. Bids may be rejected for any of the following reasons:

- 1.13.1 Failure to meet the mandatory specifications and requirements.
- 1.13.2 Failure to respond in a timely manner to a request for additional information, data, etc. 1.13.3 Failure to supply appropriate and favorable client references.
- 1.13.4 Submittal of an incomplete Price Proposal page.
- 1.13.5 Failure to sign the bid.

SECTION 1 – BID INFORMATION – continued

- 1.13.6 Failure to return any addenda acknowledgements
- 1.13.7 Submittal of conditional, alternate or multiple proposals.
- 1.13.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.13.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College.
- 1.13.10 Bidder is not registered to do business in the State of Maryland and not in good standing at time of RFB closing date and time.

1.14 Subcontractors

The College seeks bids from Bidders performing requested services and will enter into an agreement only with the selected Bidder. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Bidder or Contractor subcontracts part of the services specified herein, the subcontracted work shall not exceed 30% of the total awarded value. Bidder or Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), description of the services to be performed by the subcontractor, as well as dollar value of 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.

1.15 Contract Award

One or more awards will be made, per group, in the best interest of the College, to the responsive, responsible bidder or bidders with the lowest group total price that can meet the terms, conditions, and specifications outlined in 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 Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College. The award may be subject to approval by the College Board of Trustees, in accordance with the College Procurement Policy and Procedures.

1.16 Contract Deadlines and Failure to Deliver

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

1.17 Changes to the Contract

The College retains the unilateral right to make any alterations, deviations, additions or omissions from the aforesaid Request for Bid, which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void this Agreement. Any alterations, deviations, additions or

SECTION 1 – BID INFORMATION – continued

covered in this contract or make changes to the Scope of Work/Specifications unless a price for those services or products have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

1.18 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number, facility location, description of service performed and the total amount. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office, 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.19 Disputes

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

1.20 Tobacco and E-Cigarette Policy

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

1.21 Contract Documents

Unless otherwise noted, the Request for Bid, the Bidder's bid response, College Purchase Order and change orders, if any, form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price. If unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price. **Bidders requiring their signed contract form separate and apart from the forgoing must submit their contract with their bid.** The college reserves the right to reject as non-responsive any bid response that objects to any of the terms, conditions, or specifications of this RFB.

1.22 Term of Contract

The initial term of contract will be for **one (1) yea**r from the date of award. Beyond the initial term, at the sole discretion of the College, the contract may be renewed for up to **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, services are needed, and funds are available for this purpose. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

SECTION 1 – BID INFORMATION – continued

1.23 Contract Price Adjustment

Contract prices shall 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 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 requests, along with supporting documents must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price 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).

1.24 Insurance Requirements

Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by Contractor under this Agreement.

a) Commercial General Liability Insurance including all extensions:

\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated

- b) Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
- d) Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
- e) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident. A combined single limit policy is acceptable.

All policies for liability protection, bodily injury or property damage must specifically name or its face, Montgomery College, the Board of Trustees, and their employees as "Additional Insured" as respects to operations under the agreement and provided, however, with respect to Contractor's liability for bodily injury or property damage under items 1a-1e above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College, persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

MONTGOMERY COLLEGE-OFFICE OF PROCUREMNET MULTI-FACILITY GROUND MAINTENAINCE AND POND WEED CONTROL SERVICES BID NUMBER: E425-008 BID OPENEING DATE/TIME: MAY 1, 2025 AT 3:00 PM SECTION 1 – BID INFORMATION – continued

1.25 Certificate of Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference **Montgomery College Contract No. E425-008.** Current certificates must be provided to the College throughout the contract term.

1.26 Termination of Insurance

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

1.27 Contract Assignment

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

1.28 Licenses

The Contractor shall maintain in current status all state and local licenses, and business registration/renewal required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. The College reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

1.29 No Exclusive Contract/Additional Services

Contractor agrees and understands that the Contract <u>shall not</u> 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.

1.30 Public Record and Proprietary Information

As a public entity, the College is subject to the disclosure requirements in the *Maryland Public Information Act* ("MPIA"), Title 4 of the General Provisions Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the MPIA, may be exempted from disclosure. Offeror's must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words "confidential" or "proprietary". It is not sufficient to preface your Bid with a proprietary statement, or to use a page header or footer that arbitrarily marks some or all pages as confidential. General claims of confidentiality or similar blanket designations shall not be effective. Each Offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests.

SECTION 1 – BID INFORMATION – continued

Bidder agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the MPIA. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure. Bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and shall be disclosed upon request under the MPIA.

1.31 Confidentiality

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

The 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. Offeror's must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.32 State of Maryland Proof of Registration

NOTE: Prior to the finalization of contract award, proof of State of Maryland business registration and standing will be verified with the Maryland State Department of Assessments and Taxation. For further information, please visit: <u>https://businessexpress.maryland.gov/manage/maintain-good-standing-status</u>.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS

2.1 Background

Montgomery College is Maryland's second oldest community college. Founded in 1946, the College serves roughly 45,000 students each year, through credit and noncredit programs, at nonresidential campuses located in East County Education Center, Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators and staff.

The College has competitively solicited bids for grounds maintenance and vegetation control for Germantown and Rockville Campuses every five (5) years. These services typically supplement work performed by the College campus Facilities. This solicitation is intended to consolidate the services for Germantown and Rockville Campuses and Central Services building which is located off campus in Rockville, at 9221 Corporate Boulevard, Rockville, Maryland 20850. Please see college website for the Campus facility locations and the building names including abbreviations used throughout the RFB at https://www.montgomerycollege.edu/about-mc/campuses-and-locations/index.html

2.2 Bidders' Qualification Requirements

- 2.2.1 The Bidder must have a minimum of five (5) years commercial experience in providing grounds maintenance and pond weed control services.
- 2.2.2 All Bidders must hold a pesticide/herbicide applicator's license as required by the State of Maryland and Montgomery County if applicable. A copy of the license(s) must be included in the bid submission.
- 2.2.3 The Bidder must have currently in their employ, sufficient staff and equipment to provide the service in the required time period, as described in this Request for Bid.
- 2.2.4 The College shall be the sole judge in determining whether a bidder is qualified. In evaluating each Bidder, consideration will be given to items including, but not limited to: references, reputation and experience of the Bidder, quality of performance of previous or current contracts and the sufficiency of the financial resources of the Bidder.

2.3 Scope of Services/Specifications

Provide Ground Maintenance and Turf Treatment services to multiple campuses/facility on an as needed basis with total compliance to the guidelines of State and County regulations as specified below.

2.3.1 Soil Test

A soil test is required for each College facility at the start of the initial contract period, and thereafter, in March on each contract extension year. A copy of the test results must be submitted to and received by respective Campus Grounds Supervisor, at the following addresses by the second (2nd) Monday in July.

David Bishop, Ground Maintenance Supervisor Central Services Building and Rockville Campus 51 Mannakee Street, Rockville, MD 20850 david.bishop@montgomerycollege.edu

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

John Byron, Grounds Maintenance Supervisor Germantown Campus Facilities Office 20200 Observation Drive, Germantown, MD 20877 John.byron@montgomerycollege.edu

Soil Test is required for the following ten (10) locations on Germantown Campus. PK, BE, SA, HS, HT, PG, CG and three (3) Athletic Fields. Please refer to the full building names

- 2.3.2 Chemicals and Product Usage.
 - (a) Where brand chemicals are specified in this bid, no substitutions/alternatives shall be used without the written approval by the College. In the event that any chemical must be changed due to a change in regulation, or for any other reason, the Contractor must first obtain approval from the ground supervisor before the use of any new chemicals. The Contractor must comply with the manufacturer's usage instructions, guidelines and restrictions for all chemicals used to perform services stated in the bid document.
 - (b) The Contractor must post notification signs on all areas that have been treated with chemicals. College Grounds crew will remove signs after 3 days. All product labels and SDS sheets are to be given to the Grounds Supervisors, ten (10) days prior to using any chemical on the College grounds.
 - (c) The Contractor must comply with all state and county usage instructions, guidelines and restrictions for all chemicals used to perform services stated in this bid document.
 - (d) The Contractor must obtain prior written approval from the Grounds Supervisor for all products to be used on College grounds.
 - (e) Pre-Emergent should only be used where it is safe to do so, where there will be no risk of leaching once applied.
 - (f) The Contractor is required to use Round Up Quick Pro with Oryzalin Pro to treat weeds and vegetation as a pre-emergent to help control weed growth between treatments. The College will not accept any substitutes unless requested in writing, prior to the application, and authorized by the college Grounds Supervisor.
 - (g) Liquid and granular applications may be sampled and tested if deemed necessary prior to application.

2.4 Contractor Performance Requirements

2.4.1 Each job must be completed within three (3) to five (5) working days following start of each job. Failure to maintain the time schedule may result in termination of this contract. Exceptions may be granted for justifiable reasons with prior written approval from the college Ground Supervisor.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

- 2.4.2 All weed control treatments must be scheduled with the college Grounds Supervisor prior to application.
- 2.4.3 All Contractors must check in and out with the college Grounds Supervisor on each scheduled workday.
- 2.4.4 The Contractor's working hours must coincide with the College Grounds Department hours, which are 7:00 am to 3:30 pm, unless advance arrangements are made with the Grounds Supervisors.
- 2.4.5 A work ticket must be provided for each service completed on the date of the visit before the Contractor leaves the site. Each work ticket must summarize the service provided and be submitted to the Grounds Supervisor.
- 2.4.6 No overtime charge will be approved without prior authorization from the Grounds Supervisor.
- 2.4.7 All materials and tools required to perform the services stated in this bid are to be supplied by the Contractor.
- 2.4.8 The Contractor must have a minimum of one foreman or supervisor on-site at all times while performing the service. This person must be fluent in English and able to communicate effectively with College staff.

2.5 Employee Identification

All Contractors' employees must be in company uniform and carry company identification with them at all times when on College property.

2.6 Compliance with Laws

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

2.7 Safety

The Contractor shall provide all required employee safety equipment and enforce safety standards for applying chemicals and using ground maintenance equipment. Contractor employees must wear necessary safety equipment when spraying or applying chemicals.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

- 2.8 Damage Repair and Site Clean-up
 - 2.8.1 The Contractor, shall replace or repair, at its expense, and as determined by the College, any shrubbery or plantings that are destroyed or damaged through improper use in the handling of any chemicals while performing the service under this contract.
 - 2.8.2 Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work each day, the premises shall be left in good and an orderly, neat, clean, safe and unobstructed condition.

2.9 Central Services Facility (CT)

Turf Treatment and Mowing Services are required for the CT facilities specified as follows:

- Provide mowing, trimming, edging and cleaning of required areas.
- Provide crabgrass, pre-emergent and fertilization services. Late spring broad leaf weed and fertilization services. Winterize pre-emergent and do fertilization.
- Weed control shall include flower beds and mulched areas in April through September.
- Fall aeration and over seeding.
- Leaf raking and removal and seasonal clean up as needed.
- Shredded hardwood mulch for all existing beds, preferably in spring.
- Provide additional services, such as planting flowers, trimming bushes, etc. on an as needed basis as per the unit price in the Price Proposal form.

2.10 Germantown Campus

- 2.10.1 Turf mowing shall be performed weekly, beginning the second week in April through the second week in November. There shall be a total of 34 cuts per year, to include
 - 17 full services cuts, to include mowing, weed-eating, edging of all curbs, sidewalks, and blowing off.
 - 17 partial service cuts to include mowing and blowing off.
 - Full service and partial service cut shall alternate with each visit.
 - turf areas included in the scope of work are highlighted on the attached <u>maps</u> identified as area A, area B, and area C.

The college retains the right to cancel mowing service at its discretion by providing the contractor with a minimum or 48 hours prior notice.

2.10.2 Mowing/Service Areas

- (a) <u>Area A:</u> A small area along Goldenrod Lane starting at the Parking lot 2 entrance, down Rt.118 on to the north entrance, and on the outside of the fence to the property line. This section will also include coming in the north entrance on the right-hand side of the road hills, all the way back to where you started at parking lot 2, to include the soccer fields but not inside the fence in Baseball field. There are two Storm water pits included in with this, one is below the Bus Stop in Lot 1, and the other is between parking lot 2 and lot 3.
- (b) <u>Area B:</u> North entrance at Rt. 118 Field on the left-hand side of the road, north pond, tennis courts, and parking lot 5.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

(c) <u>Area C:</u> Woods line side of lot 5, down the road on the left side of the road to the green house (the green house area is not included in this) Inside the fence is off limits. This will include parking lot 4, the South Entrance to Campus, between Observation drive and Goldenrod Lane, all of the way up to the Globe. This will include all around the perimeter of Parking 3 and end at entrance of parking lot 1.

First cut shall include all, full mowing services mowing, weed-eating, edging of all curbs, sidewalks, and blowing off/ cleaning up behind yourself, no mowing debris is to be left. The second cut will be just cutting/mowing and blowing off the grass clippings behind yourself. Service should alternate like this throughout the contract term.

- 2.10.3 Contractor Responsibility and Service Requirements (Mowing)
 - (a) Provide all equipment and tool to perform all work.
 - (b) Maintain turf/grass height at 3" to 3 ¼".
 - (c) Avoid damage to surrounding college property.
 - (d) Comply with local noise ordinance.
 - (e) Check in with Public Safety on arriving on Campus.
 - (f) Obtain prior approval of work schedule form the college.
 - (g) Provide visible identification for workers.
 - (h) Clean-up all surrounding areas after each service visit.
- 2.10.4 Turf Treatment (TURF)

Attached campus map shows/highlights all turf areas included in scope of work.

- (a) TURF 1. A soil test is required at the start of the contract, and in February or March each contract extension year thereafter throughout the contract term. A copy of the test results must be submitted to and received by the Germantown Grounds supervisor, at 20200 Observation Drive, Germantown Maryland. 20876 by the second (1st) Monday in May. February/March Soil Sample 10 soil tests total, 7 in approximate 5 acres of campus management. I from each site PK, BE, SA, HT, HS, PG, CG, and 1 for each of 3 athletic fields.
- (b) TURF 2. March By the second week. Blanket liquid lawn treatment to include, full spectrum pre-emergent weed control, to get rid of any and all undesirable turf weeds before they start to grow.
- (c) TURF 2. March Lime Treatment on an as needed basis.
- (d) TURF 3. May First week Fertilizer treatment and soil amendment based on the results of the Soil Test done in the February or March, and season long Grub Control Treatment.
- (e) TURF 4. August First week, Fertilizer and broad-spectrum weed control treatment. A combination of granular and liquid fertilizers and Herbicides to obtain the best results.
- (f) TURF 5. September Second or Third week in September. Core Aeration & Over Seeding. At the College's discretion.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

2.10.5 Flower and Shrub Bed Treatment (FSBT):

The below FSBT treatment, are to be done in all Flower, shrubbery and perennial beds campus wide.

<u>FSBT 1</u>. March - Fertilize shrubs - all mulched shrub and plant beds with a 14-14-14 bridge product containing enhanced efficiency fertilizer mixed with organic fertilizer to provide .5 lbs. each of nitrogen, phosphorus and potassium (alternate products must be pre-approved).

<u>FSBT 2</u>. March - April prior to mulching provide 1 application of Freehand herbicide at maximum labeled rate. A 2nd application is to be scheduled 28 days apart from the last treatment. 2nd application should be to provide maximum suppression of Yellow Nutsedge, and other weeds.

<u>FSBT 3</u>. BE & SA Building (twice/year)— Selective spray to control weeds. Locations BE — building, west & north side, SA Building West side, in front of the half-moon bed, and tree planters along the Main side walk at the end of the half-moon bed near the flag poles

2.10.6 Weed Control Treatment (WCT):

WCT All mulched areas campus wide flower and planted beds, tree rings where it is safe to do so without damaging the plants or trees around the locations. All cracks and crevices in sidewalks, decks, pavers, parking lot areas. All Fence lines should have no more than a 12-inch total kill swath, 6 inches on either side of the fence line period. Caution — The Child Care area fence lines should be done on Saturdays or Sundays, making sure there no children in this area at the time of treating this area. Baseball infield dirt area, all gravel and stone areas — This would include the gravel drip lines around the HS, SA, HT, PG Building, riprap drainage swells, there locations are as follows, North Entrance field, left side coming in all the way over on the woods line. The Hotel field all the way down in the bottom along the woods line. Nothing is to be treated around the Pond areas. Treatments are to take place in the Second week of each of the following months April, May, June, July, August, September, and October for a total of 7 campus wide treatments per-year. If the contractor does any damage to any turf, plants, shrubs or trees. The contractor is expected to correct the damage at their own expense. Spot treatment once per month in April, May, June, July, August, September & October in crack and crevices, fence lines and all graveled and stone drainage swales, and other detailed areas.

No WCT is required around the fence line at the Green House. The Green House area is off limits.

2.10.7 Contractor Responsibility and Service Requirements (TURF)

- (a) Chemicals used must be in compliance with county, state and federal regulations.
- (b) Chemicals used must meet all current environmental-friendly requirements.
- (c) Chemical spraying shall be performed by a state certified/licensed technician.
- (d) Contractor shall provide MSDS for all chemical applied on campus grounds.
- (e) College shall approve all chemical prior to any application.
- (f) Required signage notification posted in accordance with county requirements.
- (g) Obtain prior college approval of any chemical spraying schedule.
- (h) Clean up all surrounding areas after each service visit.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

2.11 Aquatic/Pond Treatments:

Provide services to maintain water quality and overall looks of the Pond by controlling unwanted vegetation in the water and what grows around Ponds.

- 2.11.1 Aquatic Chemical Application the edge of the ponds and the inflow on a yearly basis.
 - (a) Service Frequency for Pond ServicesPonds shall be maintained from March through November.
 - (b) Pond Aquatic Weed Control Pond Locations: There are <u>two</u> storm water Management ponds on the Germantown Campus. One is located near the north entrance to campus near Route 118 entrance to the campus. The 2nd pond is located near the intersection of Middlebrook Road and Observation Drive, next to Holy Cross Hospital (see attached pond location map).
- 2.11.2 Aquatic/Pond Treatments
 - (a) Ponds shall be inspected twice per month from March through November, A sonar treatment may be necessary in April or May.
 - (b) Any growth of undesirable aquatic weeds and vegetation found in the ponds shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the ponds.
 - (c) Invasive and unwanted submersed and floating vegetation shall be treated and controlled preventatively and curatively during spring and early summer with systemic herbicides at the rate appropriate for control of the target species.
- 2.11.3 Aquatic Weed Control and Pond Algae Control
 - (a) Shoreline areas shall be inspected twice per month during March through November.
 - (b) Any growth of cattails, phragmites or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through application of aquatic required for control of the plants present at the time of application.
 - (c) Any growth of unwanted plants or weeds growing in the areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present noticed at the time of application.
 - (d) Ponds shall be inspected twice per month during the months of March through November for Algae control. Any Algae found in the pond with each inspection shall be treated and controlled through the application of algaecides, aquatic surfactants as needed to control the algae present at the time of service.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

2.12 Rockville Campus

Services required for Rockville Campus include turf treatment, pre-emerged weed control, Roundup Quick Pro weed control, aquatic/pond treatments and weed control.

2.12.1 Turf Treatment Frequency (TURF).

- Turf/Lawn and Fields: Areas to be treated are referred to the attached treatment map.
- Turf 2: 3RD and 4TH week of March. Broad leaf weed control treatment/ pre-emergent service.
- Turf 3: 4th week of March, depending on the results of the soil test. A spring lime treatment may be requested by the campus representative.
- Turf 4: 2nd week of May. Fertilizer and grub control treatment.
- Turf 5: 2nd week of August. Fertilizer and broad leaf weed control treatment.
- Turf 6: 1st week of October. Core aeration and over seeding services. Also in the 1st week of October a palletized lime treatment if requested by the Ground Supervisor.
- 2.12.2. Flower and Shrub Bed Treatment (FSBT)
 - (a) The Flower and Shrub Bed Treatment shall be provided to all flower, shrubbery and perennial beds on campus wide.
 - (b) March: Fertilize all mulched shrubs, and plant beds with a 14-14-14 bridge product containing enhanced efficiency fertilizer mixed with organic fertilizer to provide .5 pounds of nitrogen, phosphorus, and potassium (alternate products must be pre-approved).
 - (c) Provide one (1) application of freehand herbicide at maximum label rate in the 1st week of April. A 2nd application shall be scheduled at 60 days apart, during the 1st or 2nd week of June. Schedule date should provide maximum suppression of yellow nutsedge and other weeds.

2.12.3 Round-Up Quick PRO Weed Treatment (RWCA)

- (a) The Green House Area is off limits. No treatment of any kind is to be performed to this area. This will include in the fence line surrounding area.
- (b) All mulched areas campus-wide: Flower, planted beds and tree rings where ir is safe to do without damaging the plants and trees around the location. All cracks and crevices in sidewalks, docks, pavers, parking lot areas. Gravel drip lines and all buildings that have gravel dip lines. The baseball field, infield dirt areas, as well as the large stone wash/spillway areas on campus around storm water areas. All fence lines should have no more than 6 inches total kill swash and 6 inches on either side of the fence line period.
- (c) In the 2nd week of April, May, June, July, August, September and October, treat shrub beds as needed with a variety of herbicides to include 'over the top', spraying to control unwanted grasses, sedges and broadleaf weeds (acclaim extra, lontrel to control thistle, sedge hammer and ornamec, herbicides, to be used).
- (d) Treatment Round-Up Quick pro-mixed with pre-emergent as specified. Once per month in April, May, June, July, August, September and October and shall be done **on Sundays**.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

- 2.12.4 Turf Treatment Service Requirements for Rockville Campus
 - (a) Athletic Field-Lawn treatment is for playing surfaces only. Excluded are hills, outer perimeter and Jackson Place side of fence areas.
 - (b) Perimeter turf areas at the Mannakee Building, 900 Hungerford Drive, Rockville, MD, 20850.
 - (c) Lot 13-Mannakee Street to Lot 10 property line and all islands campus-wide. Excludes back of Lots 2,5,6,7 and 8 between curb line and property fence line.
 - (d) Areas behind the fence line, woods side, at the Child Care Center.
 - (e) All interior campus turf area.
 - (f) Jackson Place from Gudelsky Institute for Technical Education (GITE) building, pine tree line, tree rings and light poles.
 - (g) Field across from GITE next to Lot 1.
 - (h) Science Center ponds area turf.
 - (i) Montgomery College hill and bus stop area.
 - (j) Mannakee Street from Hungerford Drive to Lot 10 property line at the corner fence post
 - (k) Parking lot islands excluding back area from Parking Lots 5, 6, 7 and 8 and steep hill at the back of Parking Lot 10.

2.12.5 Turf Treatment Application Requirements

- (a) Turf Treatment Application #1 Timing: Late March, but not later than the first week in April, depending on the temperature and growth. Required materials: Blend Products: Humic Acid, Biostimulants and Micro-nutrients. Liquid to be mixed with pre-emergent. Application Rate: 2 oz./100 sq.ft. pre-emergent herbicide: 0:10% Dithiopyr.
- (b) Turf Treatment- Application #2 Timing: First two weeks in May. Required materials: 28-0-0-Controlled release nitrogen turf fertilizer. Blended product: Humic Acid, Biostimulants and Micro Nutrients. Liquid to be mixed with weed control. Application Rate: 2 oz. per 100 sq.ft. Broadleaf weed control spot treatment (as needed); 2,4- D MCPP and Dicamba-limited to two applications per year. Include grub control- Merit 75 WSP, Mix 0.15 oz./1000 sq.ft.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

 (c) Turf Treatment – Application #3 Timing: Last two weeks in September. Required Materials: 28-0-0 Controlled Release Nitrogen Turf Fertilizer. Liquid to be mixed with weed control. Application Rate: 2 oz./1000 sq.ft broadleaf weed control spot treatment (as needed): 2, 4-D, MCPP and Dicamba-limited to two applications per year.

2.12.6 Pre-Emerged Weed Control Treatment

One annual treatment required prior to germination, or sprouting new spring growth. Timing: Last two weeks in March, but not later than first week of April. Contractor must closely monitor weather, temperature and growth, so treatment window is not missed.

Required Materials: Snapshot Pre-emergent and a 5-7 days' follow-up treatment of 14-14-14 50% slow release fertilizer.

Areas to be Treated: All liriope beds, perennial beds and hedge rows where it is safe to do.

2.12.7 Roundup Quick Pro Weed Control Treatment

Areas and Details of Spraying Roundup QuikPRO

Spray liquid Roundup Quick PRO mixed with Oryzalin Pro to kill and control unwanted grass and weeds. Details and areas to be treated are as follows:

- (a) Cracks and Crevices
 - All cracks in sidewalks.
 - Paver areas, Macklin Tower decks, pavers, south and east side.
 - Gravel and stone areas. Gravel bed at Computer Science building.
 - Spillway from Pond-large rocks and boulders on either side.
 - All parking lots.
- (b) Chain Link Fence
 - 6 inches wide chain link fence.
 - All fence lines campus-wide, excluding fence line surrounding Lot #3.
 - Lot #9 and Child Care Center 3-4 feet wide kill area behind the fence, woods side.
- (c) All Wood Line Fence

Campus-wide 20" to 24" kill swath from end of grass back into woods.

- (d) Athletic Fields
 - Drinking Fountains, railroad ties.
 - Baseball and softball dirt infields.
- (e) Chillers

Between Macklin Tower and Technical Center, outside of all graveled ground area and inside walls.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

- (f) Parking Lot Islands
 Far back fence/property line to the back of the parking lots from Lots 1,2, 3, 4, 5, 6, 7, 8, 9, 10,11, 12 and 13. Spray tree rings and light poles.
- (g) Jackson Place from Gudelsky Institute for Technical Education (GITE) pine tree line, tree rings and light poles.
- (i) Campus-Wide Service for Flower Bed and Mulched Areas
 Last week of March; 2nd week of April; 1st week of May; 4th week of May, 3rd week of June;
 3rd week of July; 3rd week of August; 4th week of September and 3rd week of October.
- 2.12.8 Roundup QuikPRO Weed Control Treatment Schedule
 - (a) First Round up QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent
 - (b) First Week in May: Complete full treatment, to include all cracks and crevices in sidewalks, decks, pavers, parking lots, light poles from the middle of lot to the back of lot, fence lines, perimeters of wood lines, baseball and softball infield dirt area, building perimeters only as listed, and all gravel and stone areas.
 - (c) Second Round QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent Second Week in June: Treatment to include all cracks and crevices in sidewalks, decks, pavers, parking lot areas, track areas, baseball and infields, and all mulched areas for spot weed control where safe to do so.
 - (d) Third Round QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent Second week in July: Full treatment to include cracks, and crevices in sidewalks, decks, pavers, parking lot areas, fence lines, perimeters of wood lines, baseball and softball infields, building perimeters only as listed, all gravel and stone areas, all mulched areas for spot weeds where it is safe to do so.
 - (e) Fourth Round QuikPRO Treatment with Oryzalin Pro as a Pre-Emergent Last Week in August: Treatment to include cracks, and crevices in sidewalks, decks, pavers, parking lot areas, all gravel or stone areas campus-wide as well as all mulched areas for spot weed control where safe to do so.
 - (f) Fifth Round QuikPRO Treatment with Oryzakin Pro as Pre-Emergent Last week in September: Complete a full treatment, to include: cracks and crevices both in sidewalks, decks, pavers and in parking lot areas, fence lines, perimeters of wood line perimeters, baseball and soft ball infield dirt areas, building perimeters only as listed, all gravel or stone areas campus-wide as well as all mulched areas for spot weed control, where safe to do so.

SECTION 2 – SCOPE OF WORK/SPECIFICATIONS - continued

- (g) Sixth Round QuikPRO Treatment with Oryzalin Pro as Pre-Emergent Last Week in October: First Week in November: Treatment to include cracks, crevices, fence lines, perimeter of wood lines, deck, paver areas and building perimeters as listed.
- (h) Provide pond weed control/growth regulator for Euonymus hedge in lot #13; 4 times a year
- 2.13 Aquatic/Pond Treatments and Weed Control
 - 2.13.1 Bidders are encouraged to bid for Aquatic/Pond Treatments and Pond Weed Control Services. However, failure to submit a bid for these services <u>will not eliminate</u> a bid from award consideration for Ground Maintenance Services.
 - 2.13.2 Contractor's employees shall be Certified Pesticide Applicators in the State of Maryland and shall have extensive training/experience in the proper selection, use and application of all aquatic, herbicides, adjuvants and water quality enhancement products to properly treat the College Ponds. All products used for treatment shall be EPA approved for use in lakes, ponds, and other aquatic sites.
 - 2.13.3 Ponds shall be inspected twice per month during the months of March through November. A Sonar treatment may be necessary in April or May.
 - 2.13.4 Any growth of undesirable aquatic weeds and vegetation found in the Pond shall be treated and controlled by applying Aquatic Herbicides and Aquatic Surfactants.
 - 2.13.5 Invasive and unwanted submersed and floating vegetation shall be treated and controlled.
 - 2.13.6 Shoreline areas shall be inspected twice per month during the months of March through November.
 - 2.13.7 Pond Algae Control.

Any algae found in the Ponds shall be treated and controlled through the application of Algaecides, aquatic herbicides, and Aquatic Surfactants.

Pond Weed Control Services require Growth Regulator for Euonymus Hedge in Lot #13, four (4) times a year on an as needed basis per the directive of Ground Maintenance Supervisor.

Provide additional services, such as, planting flowers, trimming bushes, etc., on an as needed basis as per the hourly rate offered in this bid.

2.14 Post Award Kickoff Meeting

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

2.15 Contractor's Account Representative

Contractor(s) shall designate a local account representative to manage/coordinate contract associated matters, including but not limited to quality control, service schedules and billing.

SECTION 3 – PRICE PROPOSAL

Bidders may bid Group A Ground Maintenance and Chemical Applications, or Group B Pond/Aquatic Treatments, or both. The service frequencies in the following form is used for the purpose of evaluation, in order to identify the lowest bid for award. The annual service frequencies are estimate only, and may not necessarily represent the actual service requirements. Please see Section 2 Scope of Work/ Specifications for service requirements.

Bidders must fill out all line item pricing to be considered for award; failure to do so will deem a bid nonresponsive. Submitted price must be inclusive of all costs associated with all requirements specified in the bid. Hourly rate quoted must be fully loaded price.

Group A: Ground Maintenance & Chemical Applications (Central Services, Germantown & Rockville Campuses)

A.1 Central Services (CT)

Item	Descriptions	UM	Price per Cut/ Application	Total Annual Amount	Hourly Labor Rate (Regular)
1	Mowing, Trimming, Edging and Cleaning	each	\$	\$	\$
	Turf Treatment a. Early Spring Fertilization and Pre-Emergent. b. Late Spring Broad Leaf Weed,	each each	\$	\$	\$ \$
2	 c. Early Fall Fertilization, Broad Leaf and Pre-Emergent. 	each	\$	\$	\$
	 d. Winterizing Pre-Emergent and Fertilization e. Pre-Emergent Application Applied Before Mulching. 	each each	\$ \$	\$ \$	\$ \$
3	Weed Control to Include Flower Bed Mulched Areas, April Through September	each	\$	\$	\$
4	 a. Leaf Raking and Seasonal Clean-Up b. Shredded Hardwood Mulching for All Existing Beds (in Spring) 	each each	\$ \$	\$ \$	\$ \$
5	Fall Aeration and Over-Seeding	each	\$	\$	
Group A.1 Total (CT):			\$	\$	

SECTION 3 – PRICE PROPOSAL - continued

A.2 Germantown Campus

Item	Descriptions	UM	Annual Service Frequency	Price Per Cut/Application	Total Annual Amount	Hourly Labor Rate (Regular)
	Mowing a. Mowing of Area 1	each	32	¢	¢	¢
1	b. Mowing of Area 2	each	32	\$ \$	\$ \$	\$ \$
	c. Mowing of Area 3	each	32	\$ \$	\$ \$	\$
	Turf Treatment					
	a. TURF 1 February Soil Test	each	1	\$	\$	\$
	 b. TURF 2 March Broadleaf Weed; Pre-Emergent 	each	1	\$	\$	\$
2	 c. TURF 2 March Lime Treatment on as needed basis 	each	1	\$	\$	\$
	d. TURF 4 August Fertilizer and Broadleaf Weed	each	1	\$	\$	\$
	Control e. TURF 5 September Core Aeration and Over Seeding	each	1	\$	\$	\$
	Roundup Quick PRO, Weed					
3	Control Treatment		_			
	(April, May, June, July, August, September, October)	each	7	\$	\$	\$
	Flower and Shrub Bed					
4	Treatment a. FSBT1 March Fertilize all Mulched Shrub and Plant Beds	each	1	\$	\$	\$
	b. FSBT2 March, April Freehand Herbicide Treatment (two-part	each	2	\$	\$	\$
	treatment) c. FSBT3 BE & SA Weed Control	each	2	\$	\$	\$
Group	A.2 Total (Germantown)		\$	\$		

SECTION 3 – PRICE PROPOSAL - continued

A.3 Rockville Campus

Item	Descriptions	UM	Price Per Cut/	Total Annual	Hourly Labor
			Application	Amount	Rate (Regular)
1	a. Mowing	N/A	N/A	N/A	N/A
	b. Growth Regulator Hedge Lot 13	6 apps	\$	\$	\$
	Turf Treatment				
	a. Early Spring Fertilization and Pre- Emergent	each	\$	\$	\$
	b. Late Spring Broad Leaf Spay, Fertilization and Pre-Emergent	each	\$	\$	\$
	c. Crabgrass Pre-Emergent and Fertilization	each	\$	\$	\$
2	d. Grub Control and Pre-Emergent	each	\$	\$	\$
	e. Broad Leaf Weed Fertilization and Pre-Emergent	each	\$	\$ \$	\$ \$
	e. Winterization Fertilization/Pre- Emergent	each	\$	\$	\$
	f. Pre-Emergent Application Applied Before Mulching.	each	\$	\$	\$
	Weed Control				
	a. March	each	\$	\$	\$
	b. April	each	\$	\$	\$
	c. May	each	\$	\$	ې
-	d. June	each	\$	\$	\$
3	e. July	each	\$	\$	\$
	f. August	each	\$	\$	\$
	g. September	each	\$	\$	\$
	h. October	each	\$	\$	\$
Group A	.3 Total (Rockville Campus)	\$	\$		

Group A.1 Total (CT):

Group A.2 Total (Germantown Campus):

Group A.3 Total (Rockville Campus):

Group A Total (A.1+A.2+A.3):

SECTION 3 - PRICE PROPOSAL – continued

Group B: Pond/Aquatic Treatments (Germantown & Rockville Campuses)

B.1 Germantown Campus

Item	Descriptions	UM	Annual Service Frequency	Price Per Application	Total Annual Amount	Hourly Labor Rate (Regular)
	Pond/Aquatic Treatments					
1	a. Pond Near Tennis Courts	each	18	\$	\$	\$
b. Pond Near HC Hospital ea		each	18	\$	\$	\$
Group B.1 Total (GT Campus)				\$	\$	

B.2 Rockville Campus

Item	Descriptions	UM	Annual Service Frequency	Price Per Application	Total Annual Amount	Hourly Labor Rate (Regular)
1	Pond/Aquatic Treatments	each	12	\$	\$	\$
Group	B.2 Total (Rockville Campus)					

Group B.1 Total (Germantown Campus):

Group B.2 Total (Rockville Campus):

Group B Total (B.1+B.2):

Combined Total for Group A & Group B:

SECTION 3 - PRICE PROPOSAL - continued

Optional Pricing 1

Item	Description	Regular Hours	Overtime	Weekends
1	Hourly Rate for General Grounds Maintenance Worker/Per Person (trash; leaves etc.) on the Germantown Campus	\$	\$	\$

Optional Pricing 2

Item	Descriptions	UM	Price Each/ Application	Total Amount	Hourly Labor Rate (Regular)
1	Aeration and Over-seeding on the Rockville Campus				
	a. Spring b. Fall	per acre per acre	\$ \$	\$ \$	\$ \$

Note: Alternate Brand Chemicals will NOT be accepted.

By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the Bid Specifications/Scope of Works, 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

Title

Name

Authorized Signature and Date

ATTACHMENT A - REFERENCES

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

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

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

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

References submitted by:

Company Name

ATTACHMENT B - CONTRACTOR INFORMATION FORM

- B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.
- B.2 Minority Contractor: Yes No
- B.3 Price adjustment (is is not) necessary for other public agencies as listed.
- B.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 Please provide the following information

Company Name	Years in Business	
Federal Tax Number:	Unique Entity Identifiers (UEIs)	
Street Address:	City, State, Zip Code	
Telephone Number	Fax Number:	
Contact Person:	Title:	
Cell Number:	E-Mail Address:	

Company Name

Authorized Signature & Date

ATTACHMENT C – 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:	

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

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

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

By (Signature)

Name and Title

Witness Name and Title

ATTACHMENT E – NO BID RESPONSE FORM

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

Too busy at this time
Not engaged in this type of work
Project is too large or small
Cannot meet mandatory specifications (Please specify below)
Other (Please specify)

Street Address

Company Name

Authorized Signature and Date

Authorized Name

City, State, Zip

Title

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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.

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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.

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.

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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. **INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury,

including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

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

MINORITY PARTICIPATION Pursuant to Section 16-311(7) of the Education Article and Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage the participation of responsible certified minority business enterprises to provide goods and services for the performance of College projects. "Minority business enterprise" has the meaning stated in Section 14-301 of the State Finance and Procurement Article and means a legal entity, except a joint venture, that is: (1) organized to engage in commercial transactions; (2) at least 51% owned and controlled by one or more individuals who are socially and economically disadvantaged; and (3) managed by, and the daily business operations which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A "socially and

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

economically disadvantage individual" means a citizen or lawfully admitted permanent resident of the United States who is in any of the following minority groups: African American, American Indian/Native American, Asian, Hispanics, physically or mentally disabled, women, or a group (e.g. LGBTQIA+) otherwise found by the certification agency to be a socially and economically disadvantaged individual.

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

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

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

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

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

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

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

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name, telephone number and service dates. Cited references must be able to confirm, without reservation, the Offerors ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Bidder's services; or require a site visit to one or more of the Bidder's reference locations. References from other higher education institutions or government agencies are preferred but not required.

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

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

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

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

SAMPLES AND CATALOG CUTS If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.____" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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.

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND <u>PUBLIC AGENCIES</u> 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, <u>including</u> 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

ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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 RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

ATTACHMENT G – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

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.

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND <u>PUBLIC AGENCIES</u> 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, <u>including</u> the entities listed below:

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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

ATTACHMENT G - MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

Virginia

- <u>City of Alexandria</u>
- 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
- <u>Upper Occoquan Service Authority</u>
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

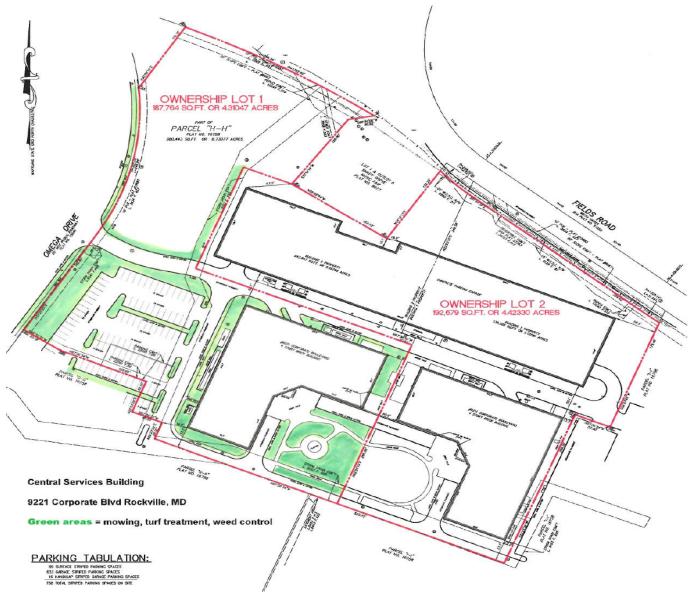
ATTACHMENT G - MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

BALTIMORE METROPOLITIAN 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 H – CAMPUS MAP

Central Services



 PARKING SPACES NOTED HEREIN ARE BASED ON VISUAL INSPECTION. WHA MARYLAND LLC DOES NOT CERTEY THAT SPACES ARE STRIPED IN ACCORDANCE WITH REDURED AREPORTUNAL STANDARDS.

LEGEND

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	NATURAL DAS CONDUIT	0	SANTTARY MANARLE	000	TRAFFIC CONFROL DOX	ASPH.	ASPHALT
	OVERHEAD WIRES	•	MATER METER		TRAFFIC SIGNAL POLE	BLDG	BUILDING
	SANITARY SERER CONDUCT	Ð	MATER WANHOLE	0	LIGHT FOLE	STY	STORY
	STOPM DRAIN CONDULT	Φ	MATER VALVE	(E)	PHONE PEDESTAL	TRANS	ELECTRICAL TRANSFORMER
	TELEPHONE/COMMUNICATIONS CONCULT	R.	FIRE DEPARTMENT CONNECTION	CD	CABLE TELEVISION PEDESTAL	RCP	REINFORCED CONCRETE FIRE
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	EDGE OF PAYEMENT	•	GAG KANHOLE	0	UNRION UTILITY MANIOLE	HOPE	HIGH-DENSITY POLYETIM, DE PIPE
	FEMOLE LINE	123	EAS VALVE	*	SIBN POST	5R	BUILDING RESTRICTION LINE
	PROPERTY LINES	Ø	PHONE MANHOLE	0	TREE	R/W	RIGHT-OF-WAY
	PUBLIC UTILITIES EASEMENTS	•	ELECTRICAL MANHOLE		EOLLARD	P7	IRON PIPE FOUND
		10.8	ELECTRICAL LINCTION BOX	0000	CATCH BASIN, GRATE, INLETS	PIOF	PK NAIL FOUND
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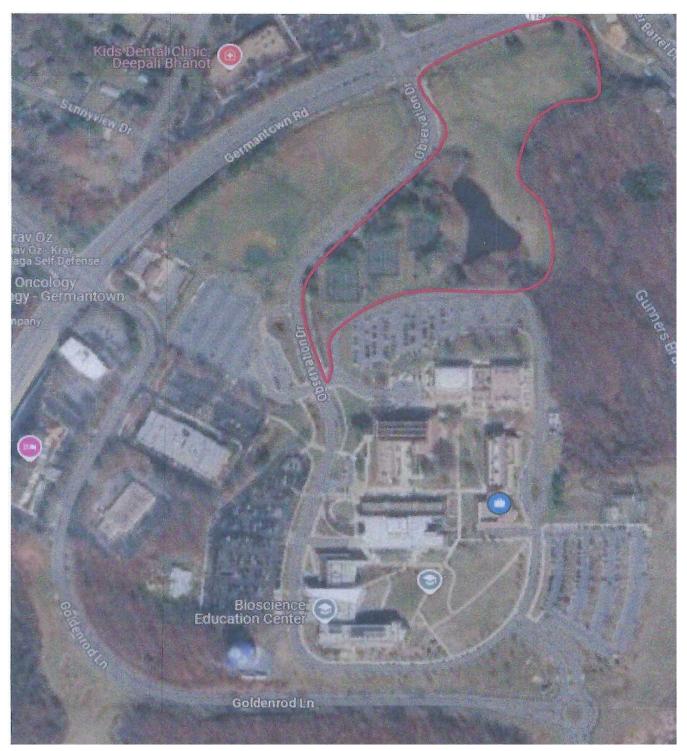
ATTACHMENT H – CAMPUS MAPS

Germantown Campus: Mowing Area A



ATTACHMENT H – CAMPUS MAPS

Germantown Campus: Mowing Area B



ATTACHMENT H – CAMPUS MAPS

Germantown Campus: Mowing Area C



ATTACHMENT H – CAMPUS MAPS

Germantown Campus: Turf Treatment Areas



ATTACHMENT H – CAMPUS MAPS

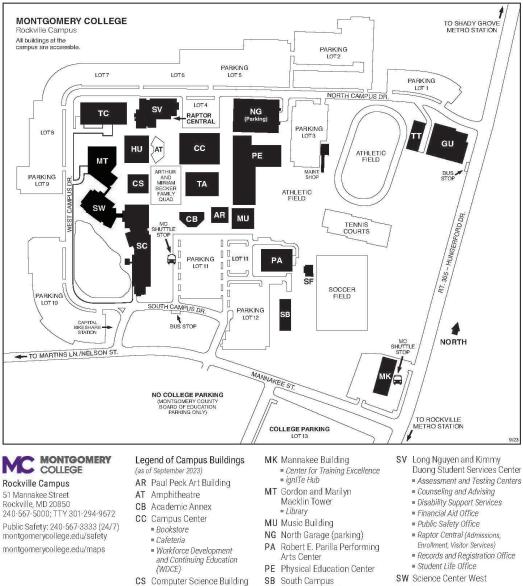
Germantown Campus: Pond Treatment Areas



ATTACHMENT H – CAMPUS MAPS

MONTGOMERY COLLEGE

Rockville Campus



- TA Theatre Arts Building
- TC Technical Center
- TT Interim Technical
 - Training Center

Instruction Building

Soccer Field Concession

SC Science Center

Building

SF

GU Homer S. Gudelsky Institute for Technical

HU Humanities Building

Education

ATTACHMENT I – VERIFICATION OF EXAMINATION OF SITE CONDITIONS FORM

Examination of Site Condition prior to bid submission is MANDATORY required. Failure to do so may deem your bid non-responsive.

This form must be completed and included with the bid submission. Please use one form for each campus facility location.

The undersigned hereby certifies the completion of examination of the site conditions at the site inspection of

____Campus/Facility on _____, 2025.

Date

Company Name

Address

Telephone Number

Facsimile Number

Name & Title (Print)

Signature

Site examination inspection confirmed by College Representative:

College Representative Name & Position Title

Signature

Date