

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
RFP NO: E427-003
STORM WATER ASSET MAINTENANCE ON THE GERMANTOWN CAMPUS
RFP CLOSING DATE AND TIME: SEPTEMBER 11, 2026 @ 3:00 PM
ADDENDUM NO. 1
ISSUED DATE: SEPTEMBER 2, 2026

Purpose of Addendum is to make modifications to the RFP documents as follows:

1. On page 1, **delete** Part 1.3.2 of Section 1 in its entirety and **replace** with the following:

1.3.2 **A mandatory site visit is required for this RFP.** Offerors are advised to examine the existing storm management assets locations and site conditions and sign off on the college prepared Site Visit Sign-in Form upon completion of the site visit. Site visit must be conducted prior to submitting a proposal. Additional site visits may be accommodated by contacting Ms. Vonda Johnson, Germantown Campus Building and Grounds Maintenance Manager, via email at Vonda.johnson@montgomerycollege.edu

Please be aware that classes are in session and each Offeror is requested not to disrupt instructional or administrative activities during site visits.

2. On page 2, **delete** the first sentence in Part 1.3.3 of Section 1.

3. On page 10, **delete** Part 2.3.2 in Section 2 in its entirety, and **replace** with the following:

2.3.2 Asset # 26381, 32 storm water pits in parking lot 4. - Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in October 2026 with visits 2 times per month, in October, November, March, April, May, June, August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with, mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.

4. On page 25, Section 6 Price Proposal Form has been **revised** for clarity. Price Proposal Form has been reissued in its entirety. **Offeror must use the attached revised Price Proposal form included in the Addendum to submit your price proposal. Failure in doing that will deem your Price Proposal non-responsive.**

All Others remain unchanged.

Patrick Johnson

Patrick Johnson, MBA, CPPB
Director of Procurement

Please sign below to acknowledge receipt of this Addendum and return with the **Technical Proposal** submission. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

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

Offeror's Company Name

Date

Authorized Signature

Printed/Typed Signature



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SECTION 6 – PRICE PROPOSAL FORM (revised on September 2, 2026)

The prices offered on the Price Proposal must include all charges, costs, fees and applicable permit(s) associated with providing the services specified in accordance with the RFP requirements. **The quantities identified below are solely for the purpose of price evaluation.** It shall not be construed as a guarantee of the actual quantities or minimum quantities to be purchased.

Item	Descriptions	Unit Price (\$)/Asset	Number of Annual Services/Asset	Total Annual Price (\$)*
1	Maintenance Services for Asset #11594		2	\$ _____
2	Maintenance Services for Assets# 25364, 26332; 26381; 26568, 26576; 26293; 26373; 26382; 26678; 32245 & 33225		16	\$ _____
3	Maintenance Services for Assets #26225; 26305		4	\$ _____
	Grand Annual Total			\$ _____

* **Total Annual Price for Line Item 2 & Item 3 shall include all assets indicated under that item.**

Contractor's Normal Business Hours: _____

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

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

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

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

Company Name

Name of Signatory

Title of Signatory

Signature of Signatory and Date

Mail Address

Telephone Number



Office of Procurement
9221 Corporate Boulevard
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)
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All proposal responses **MUST BE RECEIVED** electronically by **3:00 PM local time on September 11, 2026**.

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

Proposal Bond Requirements: NONE

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

Pre-Proposal Conference: August 28, 2027 @ 10.00 am, Room 160, Bioscience Education Center,
20200 Observation Drive, Germantown, MD 20876

Minority vendors are encouraged to respond to this proposal solicitation.

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

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

Patrick Johnson, MBA, CPPB
Director of Procurement

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

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

NOTE: Failure to complete the registration process by the proposal submittal deadline listed above, WILL result in the disqualification of your submitted proposal.



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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to establish a contract to provide Montgomery College with Maintenance of Storm Water on Bio-Retention Pits at Germantown Campus on an as needed basis, in accordance with the scope of services, terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

1.2 Request for Proposal Schedule

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

08/21/ 2026	Advertising and Issuance of RFP Documents
08/28/2026	Pre-Proposal Meeting and Site Visit
09/02/2026	Last Request for Information Due
09/11/2026	÷ RFP Submission Closing at 3:00 pm
09/10/2026 - 09/13/2026	Evaluation
09/15/2026	Contract Award Recommendation

The Board of Trustees must authorize by resolution all Contracts that exceed \$450,000.00 (full-term). The Board delegates to the President, or designee, the authority to procure and enter into agreements for materials and services that do not exceed the stated threshold. Competitive Bid awards valued at \$450,000+ require approval from the Board of Trustees. Contract award will be contingent upon board approval.

1.3 Pre-Proposal Meeting and Examination of Existing Conditions

1.3.1 A Pre-Proposal meeting will be held on **August 28, 2026 @ 10.00 am (EST) in Room 160 of Bioscience Education Center (BE), located at 20200 Observation Drive, Germantown, MD 20776.** Attendance by prospective Offerors is strongly encouraged but is not required. A site visit opportunity will be provided immediately following the Pre-Proposal meeting.

1.3.2 Offerors are advised to examine the existing site conditions prior to submitting a proposal in order to see and observe existing working conditions. Offerors for additional site visits are advised to schedule a date and time for examining and investigating existing conditions of the Storm Water location and facility prior to submitting a Proposal. Please be aware that classes are in session and each Offeror is requested not to disrupt instructional or administrative activities during site visits. Access to the site and/or College records may be obtained by contacting Ms. Vonda Johnson @ Vonda.johnson@montgomerycollege.edu



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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued

1.3.3 All site visits must be conducted no later than **September 2, 2026**. It is the sole responsibility of the Offerors to fully familiarize themselves with the areas involved and the extent of the services required by visual inspection. Failure to visit the site(s) will not relieve the successful Contractor of the obligation to carry out the provision of the Contract. No allowance will be made to the successful Offeror at a later date for additional costs required because of its failure to visit campus site.

1.4 Electronic Proposal Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, no later than **3:00 p.m. on September 11, 2026** Eastern Daylight Time (EDT) to vendor.proposals@montgomerycollege.edu, **No responses will be accepted after this date and time**. No facsimile transmissions or email transmissions to the email address other than the above will be accepted. In the event that the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Offeror is notified otherwise. See Section 3 Proposal Submission for full detailed submission instructions and requirements.

1.5 Contact Information

Offerors shall examine the Request for Proposal documents carefully. Request for information or technical questions related to this solicitation shall be directed to George Varghese, Purchasing Agent II at George.varghese@montgomerycollege.edu, via email. The Offeror may not initiate contact with any other College representative about this RFP. All inquiries and questions must be submitted in writing and received by **5:00 p.m., on September 2, 2026**. No questions will be accepted after this date.

1.6 Addenda

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

1.7 Proposal Validity

Offerors must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.8 General Conditions and Instructions

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



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1.9 Submitted Pricing

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

1.10 References

Offerors must submit **three (3) references**, with whom Offeror has provided similar services **within the past three (3) years**. All references must include the company and contact names, mailing address, telephone number, e-mail address, and service dates. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required. Cited references must be able to confirm, without reservation, the Offeror's ability and experience in providing the same or similar level of services required 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 Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

1.11 Subcontractors

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

1.12 Proposal Evaluation

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

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



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

1.13 Proposal Rejection

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

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

1.14 Proposal Required Submittal List

See Section 3 for the proposal submission requirements.

1.15 Failure to Submit

Failure to provide any of the items noted in Section 3 may deem a proposal response non-responsive.

1.16 Estimated Contract Quantities

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

1.17 Contract Award

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

1.18 Contract Documents

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



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Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.19 Contract Term

The initial term of this contract will be for **one (1) year from date of award**. Beyond the initial term, at the sole option of the College, the contract may be renewed for **four (4)** additional one-year terms, with the same terms and conditions of the original contract, subject to funding availability and the need of service, and provided that the contractor performance is has been satisfactory. The College reserves the right to amend its requirements during the life of the contract to meet the needs of the College.

1.20 Contract Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 6). Submitted pricing must include all costs (including travel, mileage, shipping etc.) incurred in the delivery of this procurement. No allowance will be made at a later date for additional costs due to the Offeror's omission. In addition, all Offerors must hold their proposal prices for 120 days after proposal opening date, but prior to the contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Offeror.

1.21 Contract Price Adjustment

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

1.22 Contract Modification and Amendment

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

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



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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued

1.23 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.

1.24 Certificate of Liability Insurance

The awarded Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College **Contract No.: E427-003**. Current certificates must be provided to the College throughout the contract term.

1.25 Termination of Insurance

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

1.26 Contract Assignment

The awarded Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the



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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.

1.27 Contract Deadlines and Failure to Deliver

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

1.28 Contract Billing

The Contractor shall invoice the College monthly no later than the 15th of the month for the preceding calendar month. Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. All invoices must be signed and dated in addition to including Contractor's mailing address, Contractor's Federal Tax ID number, College purchase order number, the time period covered by the invoice, a brief description of service provided, campus location, and the amount of requested payment. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

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

1.29 Notification of Change in Personnel Assigned to Contract

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

1.30 Notification of Change in Financial Condition

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

1.31 Contract 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 for default.



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

Offeror 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. **Offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential and may be disclosed upon request under the MPIA.**

1.33 Confidentiality

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

1.34 Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (**FERPA**) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. The successful Contractor will be responsible for the protection of student information as it relates to this law. In the event the Contractor is unable to continue operation of the services required, for whatever reason, the College requires that the Contractor provide on appropriate media all data and information proprietary to Montgomery College. This information must not be made available to any third parties without the expressed written consent of Montgomery College.

1.35 Tobacco and E-Cigarette Policy

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



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STORM WATER ASSET MAINTENANCE ON THE GERMANTOWN CAMPUS
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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION - continued

1.36 Tax Exemption

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

1.37 No Exclusive Contract/Additional Services

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

1.38 State of Maryland Proof of Registration

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>.



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SECTION 2 – SCOPE OF SERVICES

2.1 Background

Montgomery College is Maryland's second oldest community college. The College serves roughly 43,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring, East County Education Center and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,365 faculty, administrators, and staff.

2.2 Offeror's Qualification Requirements

- 2.2.1 Offeror must be registered to do business with the State of Maryland, Department of Assessment and Taxation, and in good standing.
- 2.2.2 Offerors must have a minimum of five-year experience regularly engaged in providing storm water asset maintenance service. Offerors having prior successful work experience to a higher education institution similar in size and scope to Montgomery College is preferred, but not required.
- 2.2.3 Offerors must be able to obtain all applicable permits from the local jurisdiction and the State to perform the services under the contract.

2.3 Scope of Services

- 2.3.1 Contractor shall perform visits for these will commence, once the areas are weeded to start the duration of this contract on October 1, 2026, or two weeks after the contract approval if required. Please note this proposal assumes the areas are in compliance and weed free at commencement of this agreement. General site visit to be performed yearly in April or May to provide guidance on All storm water assets as to items that appear that are not covered by this contract. These Assets will include all on site including the Bio-Retention areas listed herein and the other storm water features on the campus. This will be performed with the College Maintenance staff and a written report will be furnished upon completion.
- 2.3.2 Asset # 26381, 26332 storm water pits in parking lot 4. - Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in October 2026 with visits 2 times per month, in October, November, March, April, May, June. August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with, mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.
- 2.3.3 Asset #26293 on the Southeast corner of the BE Building. Total weed management, trimming, pruning, fall clean out, and cut back of this site. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June. August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.



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SECTION 2 – SCOPE OF SERVICES - continued

- 2.3.4 Asset # 26576, 26678, and 26568 left hand side of the road Goldenrod Lane on the woods side. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in September 2026 with visits 2 times per month, in October, November, March, April, May, June, August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.
- 2.3.5 Also included in the yearly maintenance quote is the cost to exercise the North Pond valve in Asset #11594. This valve is in the outfall riser. This is considered a confined space. Valve is to be exercised by fully opening and fully closing the valve. Exercise caution so as to not damage valve. If stubborn operation is encountered. Reset valve opening to design specifications. Lubricate all valve components. This should be done twice per-year. Once in April/May, and once in October/November.
- 2.3.6 Asset #26225 Located in front of SA building. Service the Flow splitter including the clean out of the trash from the trash rack, re-set trash rack as needed and remove any sediment and debris within the structure. Please note that this is a confined space work area. This will be completed quarterly.
- 2.3.7 Asset #26305 Located on the SE corner of BE building. Service the Flow splitter including the clean out of the trash from the trash rack, re-set trash rack as needed and remove any sediment and debris within the structure. Please note that this is a confined space work area. This will be completed quarterly.
- 2.3.8 Asset #26382 Located in the front of SA building. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June., August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.
- 2.3.9 Asset #32225 Located above the rear entrance to HT building. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June. August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.
- 2.3.10 Asset #32245 Located in the rear of SA building. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June, August., September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.



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SECTION 2 – SCOPE OF SERVICES - continued

- 2.3.11 Asset #26373 Located in the rear of BE building on the left side of the steps at the rear. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June, August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.
- 2.3.12 Asset #26364 Located in the rear of BE building on the right side of the steps including the River Jack Baskets and the slopeside area. Total weed management, trimming, pruning, fall clean out, and cut back of all sites. First month starting in July 2026 with visits 2 times per month, in October, November, March, April, May, June, August, September. One maintenance clean-up in December. Spring clean-up and leaf removal with Mulching in the spring of each Year approximately 2-3 inches of shredded hardwood mulch will be used.

2.4 Environmental, Health and Safety Requirements

The Contractor shall perform all work in accordance with applicable federal, State of Maryland, local, and Montgomery College environmental, health, and safety requirements. Compliance with these requirements shall be considered an integral part of the scope of work and shall be included in the Contractor's bid price. The Contractor is responsible for ensuring that all employees, subcontractors, equipment, and work practices comply with applicable safety and environmental requirements.

2.4.1 General Safety Requirements

Prior to beginning work, the Contractor shall:

- Designate a competent person responsible for site safety and regulatory compliance.
- Conduct a site-specific hazard assessment addressing the tasks to be performed.
- Provide employees with all required safety training and personal protective equipment (PPE).
- Conduct appropriate pre-task safety briefings or Job Hazard Analyses (JHAs) before performing hazardous activities.
- Maintain required safety documentation at the worksite and make it available to the Montgomery College Public Health & Environmental Safety Office upon request.
- Maintain the work area in a manner that protects College employees, students, visitors, and the public.

Montgomery College reserves the right to stop work when an imminent danger, unsafe condition, environmental hazard, or significant violation of these requirements is observed. Work may resume after the condition has been satisfactorily corrected.

2.4.2 Maryland Spotted Lanternfly Requirements

Because work may involve the movement of landscaping materials, vegetation, equipment, vehicles, trailers, tools, mulch, woody debris, and other materials capable of transporting spotted lanternfly (*Lycorma delicatula*) life stages, the Contractor shall comply with all applicable



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Maryland Department of Agriculture (MDA) spotted lanternfly quarantine and permitting requirements. where required by MDA, the Contractor shall:

- Possess a current and valid Maryland Spotted Lanternfly Permit.
- Provide Montgomery College with a copy of the applicable permit prior to commencing work.
- Ensure employees responsible for inspecting or transporting regulated articles have completed any training required by MDA.
- Inspect vehicles, trailers, landscaping equipment, machinery, tools, vegetation, woody debris, pallets, and other regulated articles for spotted lanternfly adults, nymphs, and egg masses before movement from regulated areas.
- Comply with all applicable quarantine restrictions governing the movement of regulated articles.
- Take appropriate measures to prevent the introduction or spread of spotted lanternfly onto or from Montgomery College property.

The Contractor shall immediately notify the Montgomery College Public Health & Environmental Safety Office of any significant spotted lanternfly infestation discovered while performing the work.

2.4.3 Permit-Required Confined Space

The scope of work includes stormwater structures identified as confined spaces. No employee shall enter a confined space until the Contractor has evaluated the space in accordance with applicable OSHA/MOSH requirements and determined whether it constitutes a Permit-Required Confined Space.

When permit-required confined-space entry is necessary, the Contractor shall maintain and implement a written **Permit-Required Confined Space Program** compliant with 29 CFR 1910.146 and applicable Maryland Occupational Safety and Health (MOSH) requirements.

Prior to the first confined-space entry, the Contractor shall submit its written program and site-specific entry procedures to the Montgomery College Public Health & Environmental Safety Office for review. At a minimum, the Contractor shall provide:

- Identification and evaluation of confined-space hazards.
- A completed entry permit for each permit-required entry.
- Identification of authorized entrants, attendants, and entry supervisors.
- Documentation that employees have received required confined-space training.
- Atmospheric testing for oxygen concentration, combustible gases/vapors, and potential toxic contaminants, as applicable.
- Continuous or periodic atmospheric monitoring appropriate to the hazards of the space.
- Appropriate ventilation where necessary.



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- Procedures to prevent unauthorized entry.
- Appropriate communication between entrants and attendants.
- Safe access and egress.
- Isolation and control of hazardous energy, including lockout/tagout when applicable.
- Appropriate barriers and traffic/pedestrian controls around openings.
- Required PPE.
- Retrieval equipment and non-entry rescue equipment where required.
- A documented rescue and emergency response procedure appropriate for the space and anticipated hazards.

The Contractor shall not rely solely upon municipal fire/rescue services as its confined-space rescue plan without first determining that the designated rescue service is capable of responding appropriately and meets applicable regulatory requirements.

Under no circumstances shall an employee enter a permit-required confined space without an approved entry permit and all required protective measures in place.

2.4.4 Heat Stress Prevention Plan

Because a significant portion of the work will be conducted outdoors, the Contractor shall maintain and implement a written **Heat Stress Prevention Plan** that complies with applicable Maryland Occupational Safety and Health requirements.

The Contractor shall submit its Heat Stress Prevention Plan to Montgomery College Public Health & Environmental Safety Office prior to beginning field work.

The plan shall address, at minimum:

- Identification of employees and job tasks subject to heat exposure.
- Methods for monitoring environmental conditions and employee heat exposure.
- Provision of adequate quantities of cool potable drinking water.
- Required hydration practices.
- Access to shaded or otherwise cool recovery areas.
- Appropriate rest and recovery periods based on environmental conditions and workload.
- Acclimatization procedures for new employees and employees returning after an extended absence.
- Procedures for high-heat conditions.
- Employee and supervisor training.
- Recognition of signs and symptoms of heat-related illness.



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- Procedures for responding to suspected heat exhaustion, heat stroke, or other heat-related illness.
- Emergency medical response procedures.
- Procedures to ensure employees experiencing symptoms are not left alone.
- Documentation required by applicable MOSH requirements.

Supervisors shall actively monitor employees for signs and symptoms of heat-related illness during hot-weather operations.

2.4.5 Personal Protective Equipment

The Contractor shall perform a PPE hazard assessment and provide all PPE necessary for the work at no cost to its employees.

Depending upon the task and hazards encountered, PPE may include:

- Safety glasses or other appropriate eye/face protection.
- Work gloves appropriate for vegetation, debris, chemicals, and biological hazards.
- High-visibility clothing when working adjacent to roadways, parking lots, or vehicular traffic.
- Protective footwear appropriate for wet, muddy, uneven, or slippery terrain.
- Hearing protection when operating equipment exceeding applicable occupational noise exposure limits.
- Protective clothing appropriate for vegetation management and potential exposure to poison ivy, ticks, insects, and other outdoor hazards.
- Hard hats when employees are exposed to overhead or falling-object hazards.
- Respiratory protection when required by the Contractor's hazard assessment.

When respiratory protection is required, the Contractor shall comply with 29 CFR 1910.134, including medical evaluation, training, and fit testing.

2.4.6. Biological and Outdoor Hazards

The Contractor shall address foreseeable outdoor hazards associated with stormwater and vegetation-maintenance activities, including:

- Ticks and tick-borne disease exposure.
- Mosquitoes and other biting/stinging insects.
- Poison ivy and other hazardous vegetation.
- Snakes and wildlife.
- Uneven terrain, holes, slopes, mud, and slippery surfaces.
- Contact with stagnant or potentially contaminated stormwater.
- Sharp objects and debris that may be encountered within stormwater structures.



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Employees shall be trained to recognize these hazards and use appropriate protective measures.

2.4.7 Equipment and Power Tools

All vehicles, landscaping equipment, power tools, pumps, ladders, and other equipment used on College property shall be maintained in safe operating condition and used according to manufacturer instructions. Equipment shall not be operated without required guards and safety devices. Only trained and authorized employees shall operate powered equipment.

2.4.8. Traffic and Pedestrian Safety

Where work occurs in or adjacent to roadways, parking lots, sidewalks, building entrances, or other areas accessible to the College community, the Contractor shall establish appropriate work-zone controls.

Controls may include:

- Cones.
- Barricades.
- Warning signs.
- High-visibility apparel.
- Temporary pedestrian detours.
- Spotters.
- Temporary traffic-control measures.

The Contractor shall maintain safe pedestrian and vehicle access whenever practicable and shall coordinate closures or significant access restrictions with Montgomery College Public Safety & Emergency Management Office before implementation.

2.4.9 Spill Prevention and Response

The Contractor shall maintain appropriate spill-control materials when fuels, oils, hydraulic fluids, pesticides, herbicides, or other chemicals are present at the worksite. Any spill or release occurring on Montgomery College property shall be:

- Stopped at the source when this can be accomplished safely.
- Contained to prevent migration.
- Prevented from entering storm drains or surface waters.
- Immediately reported to the Montgomery College Public Health & Environmental Safety Office.
- Cleaned up and disposed of in accordance with applicable environmental requirements.

The Contractor shall be responsible for costs associated with cleanup and remediation of spills caused by its employees, subcontractors, vehicles, or equipment.



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2.4.10 Required Safety Submittals

Prior to commencing work, the successful Contractor shall submit the following documentation to Montgomery College, as applicable to the work:

- Site-specific Safety Plan or Job Hazard Analysis.
- Current Maryland Department of Agriculture Spotted Lanternfly Permit, when required.
- Written Permit-Required Confined Space Program.
- Site-specific confined-space entry procedures for applicable stormwater structures.
- Confined-space employee training documentation.
- Confined-space rescue/emergency response plan.
- Written Heat Stress Prevention Plan.
- Any other licenses, permits, certifications, or safety documentation required by applicable federal, Maryland, or local regulations.
- Failure to provide required documentation may result in postponement of work until the Contractor demonstrates compliance.

2.4.11 Contractor Responsibility

Review or acceptance of the Contractor's safety plans, permits, programs, or other documentation by Montgomery College does not relieve the Contractor of responsibility for regulatory compliance or the safety of its employees and subcontractors.

The Contractor remains solely responsible for determining the means and methods necessary to perform its work safely and in compliance with applicable federal, State of Maryland, local, and Montgomery College requirements.



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SECTION 3 – PROPOSAL SUBMISSION

3.1 Electronic Proposal Submission

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

All Offerors' proposals must be submitted **electronically**, in two separate PDF file attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in **a single email** prior to the proposal submission deadline date and time to vendor.proposals@montgomerycollege.edu. Subject line of email must include **"Vendor Response to RFP No. E427-003 for Storm Water Asset Maintenance on the GT Campus"**. **Failure to submit Proposal and Pricing Proposal as separate attachments, will result in bidding firm's disqualification.**

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

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

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

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

3.2 Required Proposal Submittals

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

3.2.1 Technical Proposal to include the following:

- Transmittal Letter
- Technical Proposal Form (Section 5)
- Contractor's Statement of Qualifications
- Environmental, Health and Safety Plan
- References (Attachment A)
- Conflict of Interest Form (Attachment B)
- Non-Debarment Acknowledgement (Attachment C)
- Contractor Information Form (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause (Attachment G; Optional)



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- Signed Acknowledgement in receipt of Addenda, if applicable
Any exceptions to the RFP documents, if applicable

3.2.2 Price Proposal

- Price Proposal (Section 6)

3.3 Submittal Outline

3.3.1 Technical Proposal

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

Technical submission shall be organized in the following manner:

- **TRANSMITTAL LETTER**
The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization, the address of the main office and all other office locations, the single designated Contractor's Account Representative who will be responsible to serve the College and his/her office locations. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.
- **TECHNICAL PROPOSAL FORM**
Offerors shall complete the TECHNICAL PROPOSAL FORM provided in Section 5 and submit all required attachments.
- **CONTRACTOR INFORMATION FORM**
Offerors shall complete the CONTRACTOR INFORMATION FORM provided in Attachment D.
- **STATEMENT OF QUALIFICATIONS**
The Offeror's statement for qualifications must address the following:
 - ❖ A copy of Offeror's business registration in Maryland and in good standing, proof of applicable State of Maryland and local jurisdiction permits to perform the services.
 - ❖ Professional qualifications and technical competence of the firm, subcontractors and staff proposed for the performance of the required services.
 - ❖ Previous experience providing goose management services.
 - ❖ Subcontractor list if applicable.
 - ❖ Qualifications and experience of staff assigned to the College, and
 - ❖ Any other value-added services



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SECTION 3 – PROPOSAL SUBMISSION - continued

- **ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS**
Offeror shall submit an environmental, health and safety plan per Section 2.4 requirements.
- **REFERENCES**
Offerors must complete REFERENCES form provided in Attachment A to submit **three (3) references** from current or former customers **within the past three (3) years** that are capable of confirming the Offeror's experience in providing the same or similar level of services. Higher Education or government references are preferred but not required. Cited references must be able to confirm, without reservation, the Offeror's ability to provide these services in accordance with the requirements in this RFP. The College reserves the right to reject a Proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.
- **CONFLICT OF INTEREST FORM** (Use Form provided in Attachment B)
- **NON-DEBARMENT ACKNOWLEDGEMENT** (Use form provided in Attachment C)
- **SIGNED ACKNOWLEDGEMENT IN RECEIPT OF ADDENDA, IF APPLICABLE**
- **MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**
Use Form provided in Attachment G. This is an optional submission.

3.3.2 Price Proposal

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

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



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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation Process

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

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

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

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

4.2 Evaluation Criteria

The evaluation will be based on the following criteria:

4.2.1 Technical Proposal (60% of total available score)

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

Criteria	Maximum Scores
Qualifications and relevant experience of the firm and proposed Personnel assigned to the Contract	40% of total available score
Environmental, Health and Safety Plan	20% of total available score

4.2.2 Price Proposal (40% of total available score)

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

4.3 Contract Award

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

The Board of Trustees must authorize by resolution all Contracts that exceed \$450,000.00 (full-term). The Board delegates to the president, or designee, the authority to procure and enter into agreements for materials and services that do not exceed these stated thresholds. Competitive Bid awards valued at \$450,000+ require approval from the Board of Trustees. Contract award will be contingent upon board approval.



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SECTION 5 – TECHNICAL PROPOSAL FORM

To: **Montgomery College**

Re: **RFP No.: E427-003**
 Storm Water Asset Maintenance on the Germantown Campus

Attn.: Procurement Office
 Montgomery College
 9221 Corporate Boulevard
 Rockville, Maryland 20850

From: _____
 (Offeror's Name)

PART 1 – All proposals must be submitted electronically. Offer must submit Technical Proposal Form (Part A) and all Attachments in one PDF file, together with the Price Proposal Form (Part B) and all Attachments in a separate PDF file. Both attachments shall be sent together, in a single email to vendor.proposals@montgomerycollege.edu, prior to the RFP closing date and time, as outlined in RFP. Subject line of email must include "Offeror Response to RFP No. E427-003, Storm Water Asset Management on the Germantown Campus". Electronic proposal submittal is based on Eastern Daylight Time (EDT). Any proposal received at the above email address, after the EDT submittal deadline will be automatically rejected. Proposals sent to other email address other than the above specified will NOT be accepted.

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

PART 3 – Offeror acknowledges receipt of the following addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

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

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



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

PART 5 – TECHNICAL PROPOSAL SUBMITTAL ATTACHMENTS

Technical Proposal Form and all Attachments include:

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

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

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



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SECTION 5 – TECHNICAL PROPOSAL FORM - continued

PART 8 – SIGNATURES:

_____	_____	_____
	(Company Name)	(Date)
	_____	_____
		(Address)
	_____	_____
		(Telephone Number)
	_____	_____
		(Facsimile Number)
By:	_____	_____
SEAL IF A CORPORATION		Authorized Agent & Title (Print)
	_____	_____
		Signature
	_____	_____
		(F.E.I.N.)
	_____	_____
		(Contact Email Address)

BE SURE TO SIGN YOUR PROPOSAL



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SECTION 6 – PRICE PROPOSAL FORM

The prices offered on the Price Proposal must include all charges, costs, and fees associated with providing the services specified in accordance with the RFP requirements. **The quantities identified below are solely for the purpose of price evaluation.** It shall not be construed as a guarantee of the actual quantities or minimum quantities to be purchased.

Item	Descriptions	Unit Price (\$)/Asset	Number of Annual Services	Total Annual Price*
1	Maintenance Services for Asset #11594		2	\$ _____
2	Maintenance Services for Assets# 25364, 26332; 26381; 26568, 26576; 26293; 26373; 26382; 26678; 32245 & 33225		16	\$ _____
3	Maintenance Services for Assets #26225; 26305		4	
	Grand Annual Total			\$ _____

*** Total Annual Price for Line Item 2 & Item 3 shall include all assets indicated under that item.**

Contractor's Normal Business Hours: _____

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

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

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

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

Company Name Name of Signatory

Title of Signatory Signature of Signatory and Date

Mail Address Telephone Number



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ATTACHMENT A – REFERENCES

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

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

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

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

References submitted by: _____
Company Name



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ATTACHMENT B – CONFLICT OF INTEREST STATEMENT

CONFLICT OF INTEREST STATEMENT

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

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



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ATTACHMENT C – NON-DEBARMENT ACKNOWLEDGEMENT

NON-DEBARMENT ACKNOWLEDGEMENT

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

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

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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____



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ATTACHMENT D – CONTRACTOR INFORMATION FORM

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

- D.2 Minority Contractor: Yes ☐ No ☐

If yes, please specify minority classification

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

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

- D.5 Please provide the following information

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

Company Name

Name

Title

Authorized Signature & Date



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ATTACHMENT E – NO PROPOSAL RESPONSE FORM

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

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

Company Name	Name
Street Address	Authorized Signature and Date
City, State, Zip	Title



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ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS

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

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

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

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

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

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

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

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS - continued**

deemed unresponsive, unless the Director of Procurement deems the failure to be no substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty-eight (48) hours after receipt of the performance bond.

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

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

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

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

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

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

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

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



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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.**

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.

**ATTACHMENT F – GENERAL CONDITIONS AND INSTRUCTIONS - continued**

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

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



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

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

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

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

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.



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NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract. **PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

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

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

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

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

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

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.



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

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

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

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

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

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

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

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

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS AND PUBLIC AGENCIES While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland, including the entities listed below:



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

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.



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ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE RIDER CLAUSE



Cooperative Rider Clause

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

I. Format

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

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

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

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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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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



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

BALTIMORE METROPOLITAN COUNCIL AGENCIES

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



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

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

Participating Agency Name: _____

Contact Person: _____

Phone: _____ Email Address: _____

Solicitation/Contract Information:

Name Solicitation/Contract: _____

Lead Agency/Contract Holder: _____

Contact Person: _____

Solicitation/Contract Number: _____ Other Reference: _____

Vendor Information:

Contractor Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone: _____ Email Address: _____

See questions on next page

ATTACHMENT G – MID ATLANTIC PURCHASING TEAM COOPERTIVE RIDER CLAUSE - continued

Questions

YES NO



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1. Is the Contract active and currently in force? _____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract? _____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department? _____

Participating Agency

Mid-Atlantic Purchasing Team

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

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

ATTACHMENT H – GERMANTOWN CAMPUS STORM WATER ASSET LOCATION

