

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT  
REQUEST FOR BID TITLE: ARMORED TRANSPORTATION SERVICES  
BID NUMBER: E524-009  
BID OPENING DATE/TIME: MAY 13, 2024



**ADDENDUM #1**  
Issued: May 6, 2024

**ADDENDUM FOR THE PURPOSE OF:**

- Change the opening date of the RFB from 3:00 PM. May 6, 2024, to 3:00 PM, **May 13, 2024.**
- Insert ATTACHMENT J: CAMPUS MAPS.

**All other specifications, terms and conditions remain unchanged.**

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

\_\_\_\_\_  
**Patrick Johnson** < MBA  
Director of Procurement

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

**NOTE:** All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **May 13, 2024.**

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). **No responses will be accepted after this date and time.**

\_\_\_\_\_  
Company Name

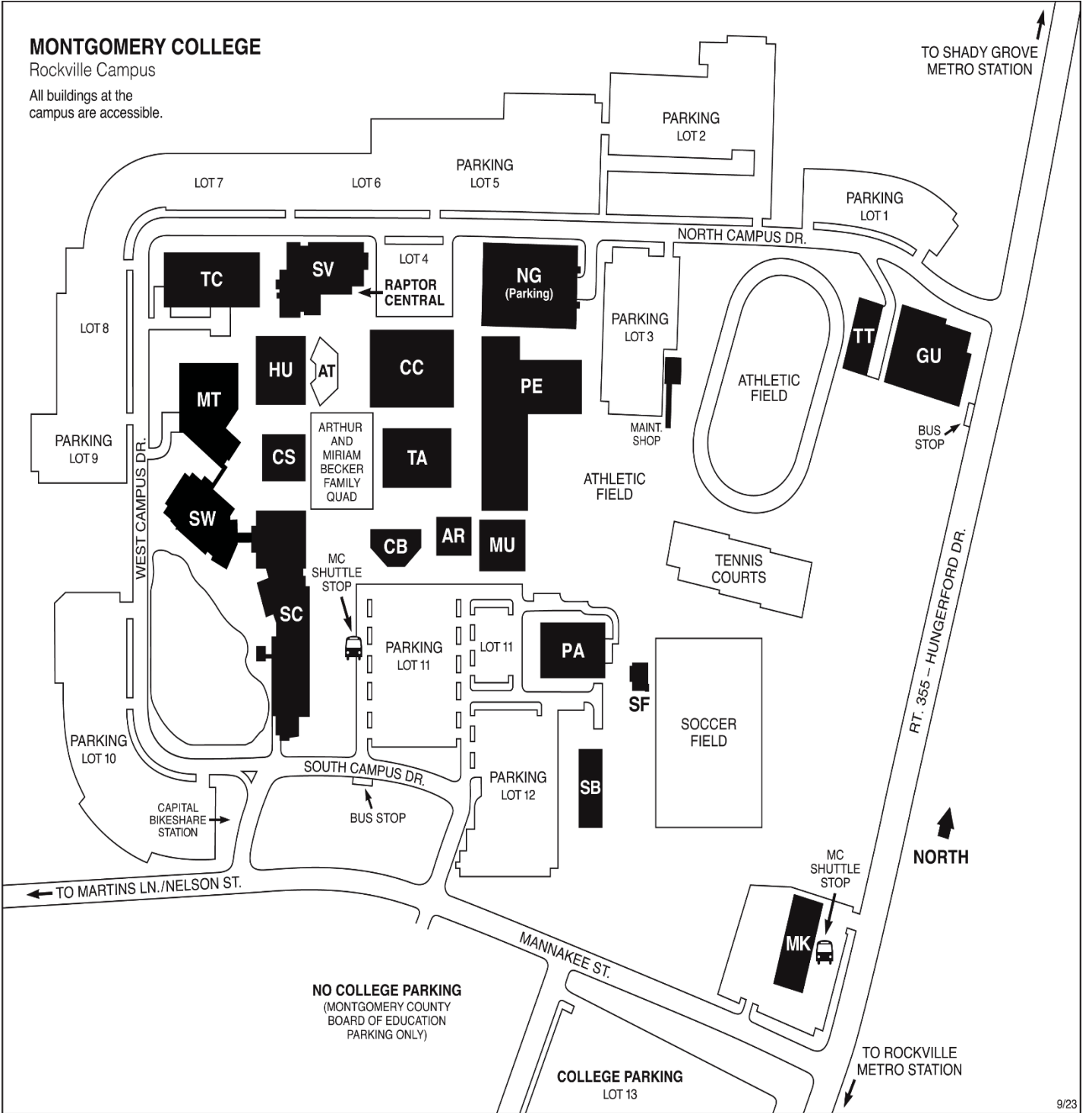
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

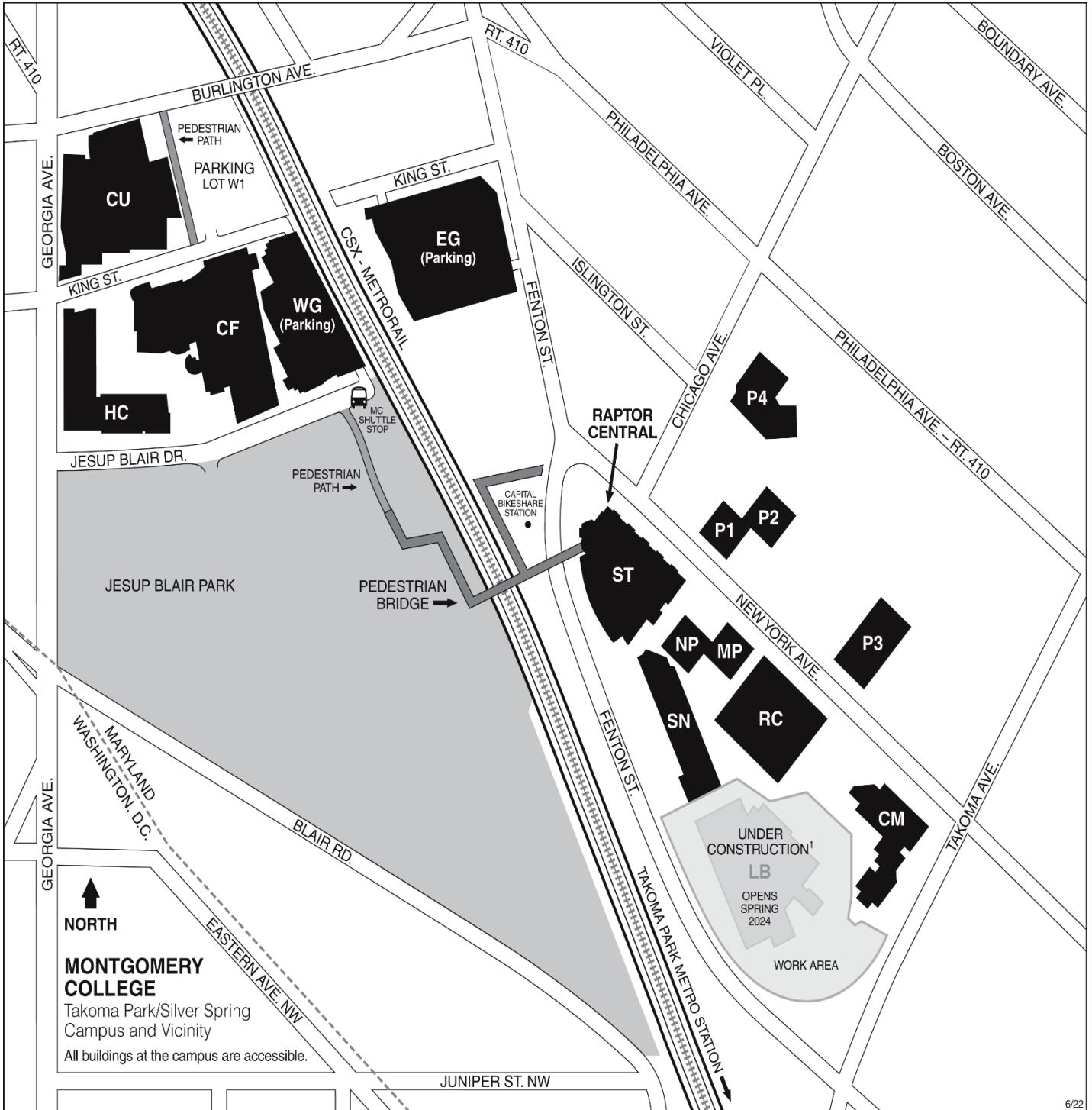
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**ATTACHMENT J – ROCKVILLE CAMPUS MAP**



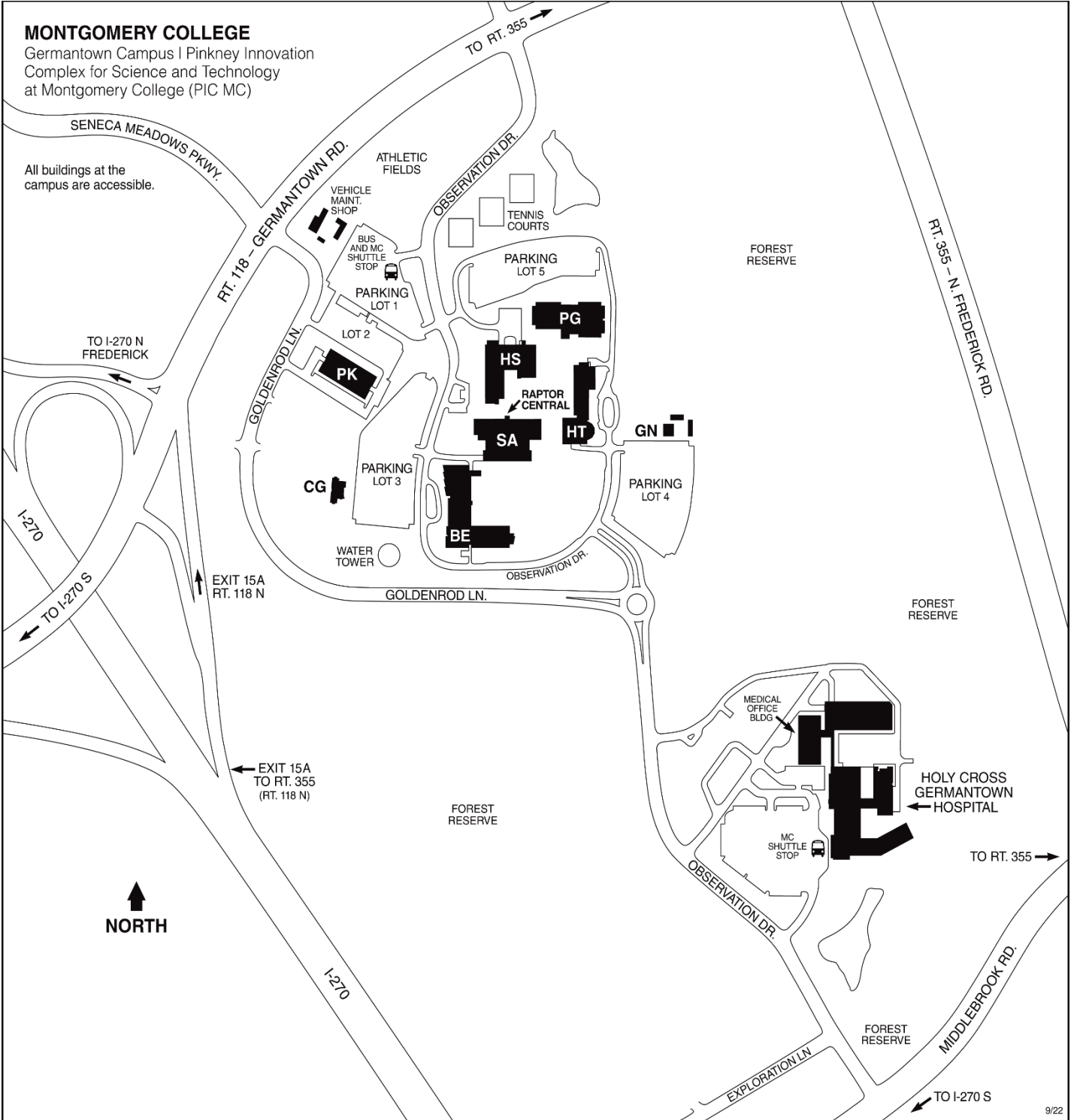
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**ATTACHMENT J – TAKOMA PARK/SILVER SPRING CAMPUS MAP**



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**ATTACHMENT J – GERMANTOWN CAMPUS MAP**



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**ATTACHMENT J – EAST COUNTY EDUCATION CENTER MAP**



Formal map not currently available. Click on link below for directions:

<https://www.google.com/maps/place/2221+Broadbirch+Dr,+Silver+Spring,+MD+20904/@39.0552449,-76.9631238,17z/data=!3m1!4b1!4m6!3m5!1s0x89b7c4e2427fa411:0x8c96c35147c9fe8c!8m2!3d39.0552449!4d-76.9631238!16s%2Fg%2F11b8v4xx03?entry=ttu>



Office of Business Services  
9221 Corporate Blvd  
Rockville, MD 20850

**REQUEST FOR BID**

**RFB NO.: E524-009**

**RFB TITLE: ARMORED TRANSPORTATION SERVICES**

All proposals MUST BE RECEIVED **electronically** by 3:00 PM Eastern Time on **May 6, 2024.**

Prices must remain firm for: **120 DAYS AFTER BID OPENING DATE, BUT PRIOR TO CONTRACT AWARD**

Bid Bond Requirements: NONE

Performance, Labor and  
Material Bond requirements: NONE

Pre-Bid Conference: NONE

**MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS BID SOLICITATION**

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

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

**Patrick Johnson, MBA**  
Director of Procurement

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

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

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**SECTION 1 – BID AND CONTRACT INFORMATION**

**1.1 Intent**

It is the intent of this Request for Bid to provide Montgomery College with Armored Transportation Services for on-route pickup, transport, delivery, and deposit of currency, coins, and checks, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFB will be referred to as “Bidder” and “Offeror.” The Bidder to whom the contract is awarded will be referred to as the “Contractor” or “Awardee”.

**1.2 Electronic Bid Submittal Due Date**

All responses to this Request for Bid must be submitted **electronically**, in a PDF file. Attachment shall consist of Bid Response and Price Proposal sent in a single email. See **Section 4, Bid Submission** for full detailed submission instructions.

Electronic proposal and addendum or addenda if applicable shall be sent to the following email address prior to the submittal deadline date and time at [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu). All responses to this Request for Bid are due by **3:00 p.m. on May 6, 2024** Eastern Time (ET). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFB opening date due to an unforeseen circumstance, the RFB will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

**1.3 Online Public Bid Opening**

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

Join Zoom Meeting

<https://montgomerycollege.zoom.us/j/99172675032?pwd=ZThGWE53clJ6SWxsVEN6SHBEcEljdz09>

Meeting ID: 991 7267 5032, Passcode: 363719

One tap mobile

+13017158592,,94603136542#,,1#,049102# US (Germantown)

+13126266799,,94603136542#,,1#,049102# US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Find your local number: <https://montgomerycollege.zoom.us/j/99172675032?pwd=ZThGWE53clJ6SWxsVEN6SHBEcEljdz09>

**1.4 Contact Information**

Request for information or technical questions related to this solicitation should be directed to **Chiquita Manago Haywood, Purchasing Agent** via e-mail to [chiquita.manago@montgomerycollege.edu](mailto:chiquita.manago@montgomerycollege.edu). The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by **4:00 PM, April 19, 2024**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.



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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

**1.5 General Conditions and Instructions**

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

**1.6 Bid Required Submittal List**

- Price Proposal (Section 5)
- Minimum Requirements Checklist (Attachment A)
- References (Attachment B)
- Conflict of Interest Statement (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Contractor Information Form (Attachment E)
- Signed Acknowledgement of Addenda, if applicable
- Bidder's Contract Form, if applicable
- Bidder's Holiday Schedule
- Subcontractors List, if applicable

**1.7 Failure to Submit**

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

**1.8 Addenda**

Issued addenda will be e-mailed to only those firms that downloaded the original solicitation from the College Procurement website. It is highly recommended that Bidders check this website for all posted addenda prior to submitting a bid response. Failure of Bidders to receive any issued addenda shall not relieve Bidders from any obligation or requirement listed in addenda.

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

**1.9 Pricing**

Pricing must be submitted on the Price Proposal page (**Section 5**) and must include all cost (including shipping) incurred in the delivery of this procurement. All prices quoted shall be FOB Destination and include all fees, charges, and costs, including transportation, inside delivery and pickup, and delivery and drop-off. The College will pay a monthly rate per location for pickup, transport, delivery, and deposit services for all contracted locations. Prices must be held annually during the term of the contract. All elements of recurring and non-recurring costs must be incorporated in the monthly rates, including but not limited to, all administrative fees, insurance, maintenance, documentation, labor, training, consultation services, account set-up, travel, and transportation, including fuel. **The College will not pay any fuel surcharges.** No allowance will be made at a later date for additional costs due to the Bidder's omission.

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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

The College reserves the right to add new locations to the contract, and all terms and conditions shall apply to the new locations. If service for a new location commences, the first billing period will be prorated according to the number of days pickup and deliveries occurred on the basis of 22 business days per month (i.e., the monthly rate will be divided by 22 and multiplied by the actual number of pickup and delivery days to determine the amount of payment due the first month).

The College reserves the right to request additional related services in support of its operations, and fees for these services shall be negotiated accordingly.

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

**1.10 References**

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

**1.11 Bid Evaluation**

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

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

**1.12 Bid Rejection**

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

- 1.12.1 Meet the mandatory specifications and requirements.
- 1.12.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.12.3 Supply appropriate and favorable client references.
- 1.12.4 Complete the Price Proposal page.
- 1.12.5 Sign the bid.
- 1.12.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

1.12.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College, if applicable.

**1.13 Contractors Responsibility for Employees/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.

The contractor shall be responsible for the acts and omissions of all the firm's employees and all Subcontractor employees, their agents and all other persons performing any of the work under a contract with the contractor. The contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

**1.14 Contract Award**

An award will be made in the best interest of the College, in aggregate, to the most responsible, responsive Bidder with the lowest total price 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 Bid or reject any or all proposals in whole or in part, waive technicalities, and make an award in a manner deemed in the best interest of the College.

**1.15 Contract Documents**

Unless otherwise noted, the Request for Bid, the Bidder's bid response, and a College purchase order form the contract. The College reserves the right to reject the response of the Bidder offering the lowest price, if unfavorable to the College as determined by the College, and to award the contract to the next Bidder offering the lowest price.

**1.16 Contract Term**

The College operates on a fiscal year basis, July 1 through June 30. The initial term of this contract will be for one (1) year for the period covering July 1, 2024 through June 30, 2025. Beyond the initial term, at the sole option of the College, the contract may be renewed for four additional one-year terms, subject to funding availability and need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service 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, and pricing may be negotiated and the contract amended accordingly.

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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

**1.17 Notification of Change in Personnel Assigned to Contract**

Awarded contractor must notify Montgomery College of any changes in personnel assigned to contract, that may impact level of services provided by contractor. 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.

**1.18 Notification of Change in Financial Condition**

Awarded contractor 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. 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.

**1.19 Contract Pricing**

Contract prices shall remain fixed for first year of contract. Requests for price increases after first year of contract must be submitted in writing within 60 days of expiration of year one contract term. The same will apply for all successive contract renewal periods, should the College elect to exercise them, and shall not exceed more than one (1) increase per fiscal period. Any approved increase will take effect at the start of a contract renewal term. All contract price increase requests, along with supporting documentation must be sent to the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the U.S. 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).

**1.20 Contract Deadlines and Failure to Deliver**

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

**1.21 Contract Billing**

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Office of Business Services, Accounts Payable, at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to [accountspayable@montgomerycollege.edu](mailto:accountspayable@montgomerycollege.edu).

**1.22 Contract Modification and Amendment**

The Contractor cannot accept purchase requests for services that are not covered in this contract or make changes to the scope of work unless a price for those services have been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office. The College without invalidating the contract documents, may in writing order extra work or make changes 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 the College before the Contractor may perform additional work

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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

on the contract. Any agreed-upon modification or amendment **must be in writing and signed by both parties.**

**1.23 Confidentiality**

*College*

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

*Contractor*

Any information contained in the Bidder's response that is proprietary or confidential must be clearly designated as such. Marking of the entire response or entire sections of the response as proprietary or confidential will not be accepted or honored.

**1.24 Ownership of Documents and Information**

The successful contractor is responsible for the protection and/or replacement of any original College documents in its possession. Original artwork and copy may not be altered by the Contractor without written approval of the College. All documents, materials, and information which are prepared by the successful contractor and form a part of its services are the property of Montgomery College and shall be returned to the College upon completion of the job or upon termination of this contract. College data electronically stored on Contractor media or system shall be removed upon completion of the contract.

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 express written consent of Montgomery College.

**1.25 Public Record and Proprietary Information**

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

**1.26 INSURANCE REQUIREMENTS**

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

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

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**Workers compensation Insurance** covering the vendor’s employees  
As required by Maryland State law with the following minimum limits:  
Bodily Injury by Accident             \$100,000 each accident  
Bodily Injury by Disease             \$500,000 policy limit  
Bodily Injury by Disease             \$100,000 each employee

**Commercial General Liability Insurance**, excluding automobiles Owned or hired by the vendor, with limits as follows:  
Bodily Injury and Property Damage:  
\$300,000 combined single limit of bodily injury and property damage  
-Contractual Liability – Premises and Operations  
-Independent Contractors

**Comprehensive Automobile Liability** - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:  
Bodily Injury:                             \$100,000 each person  
   \$300,000 each occurrence  
Property Damage:                     \$300,000 each occurrence  
**Additional Insured** - Montgomery College shall be named as an additional Insured on all liability policies.

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

The vendor shall furnish the College with a certificate of insurance as evidence of the required coverage.

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

**1.27 Indemnification**

Contractor shall agree to indemnify, defend, and hold harmless the College and its trustees, employees, agents, and students from any claim, damage, liability, injury, suit, action, expense, and/or loss, including defense costs and attorney’s fees, arising directly out of Contractor’s performance under the contract. 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.

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**SECTION 1 – BID AND CONTRACT INFORMATION-continued**

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with the contract. 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 the contract.

**1.28 Advertising**

The Contractor shall not publish or use any information about the contract in any format or media for advertising or publicity without prior written consent from the College.

**1.29 Tobacco and E-Cigarette Policy**

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



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**SECTION 2 – SCOPE OF SERVICES and REQUIREMENTS**

**2.1 Background**

Montgomery College is Maryland's second oldest community college. The College serves roughly 55,000 students each year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students' academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The Office of Business Services, Accounts Receivable unit, is responsible for student billing, revenue collections, collection of past due accounts, and the administration of armored transportation services for the Cashier Offices located on each of the four College campuses. Since the pandemic, pick-ups were reduced to once weekly schedule. Normal pick-up schedule will resume effective July 1, 2024 to once per week per location, Monday through Friday, excluding official College closings.

**2.2 Scope of Services**

This Request for Bid is for the secure and safe daily pickup, storage, transport, delivery, and deposit of College assets, including the daily pickup from the Cashier Offices, Monday through Friday, excluding official College closings, of cash, coin, and checks, with delivery to the College's banking Contractor, PNC Bank Money Center, Baltimore, Maryland, on a daily basis, providing all necessary labor, supervision, services, expertise, vehicles, equipment, materials, and insurance. In addition, each campus will require, on an as-needed basis, coin and currency change orders.

The Contractor is expected to perform all services and meet the requirements outlined in this RFB. Changes which do not exceed the scope of this contract may be made, but only with the written approval of the Procurement Office. Changes for additional services which exceed the scope of this contract may not be performed under this contract without a written contract amendment signed by both parties.

The Contractor must have equipment that is in good operational condition at all times and must be able to provide backup equipment that enables the requirements of this contract to continue to be met. The

Contractor will be responsible for providing vehicles, gas, maintenance, and insurance, and its pricing must include all of these service components. All vehicles used for services provided under the contract shall be properly armored and equipped for the services to be performed. No standard street vehicles such as non-armored automobiles, vans, or light trucks shall be used; only armored vehicles meeting the standards of the accepted industry definition of such vehicles will be acceptable. When making pickups and drop-offs, Contractor's vehicles may not block any crosswalks or pedestrian access areas, and must obey all traffic and parking regulations while on College premises.

The College reserves the right to add additional pickup sites during the term of the contract and the contract price will be adjusted accordingly. The College also reserves the right to change the day and/or times of service and to change the financial institution, financial institution location, and/or financial institution deposit times, with written notification to the Contractor. Prices for services to be added to the contract will be mutually agreed to in writing by the College and the Contractor.

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**SECTION 2 – SCOPE OF SERVICES and REQUIREMENTS-continued**

**2.3 Bidder Contract Form**

Bidders requiring the College to sign their contract form **must submit such form with their proposal for College's review and consideration.** The College reserves the right to accept or reject the Bidder's contract.

**2.4 Estimates**

Quantities specified in this bid are representative of the annual estimated requirements for the College and should not be construed as a guarantee of the actual quantities to be deposited. Competitive Bid/Proposal awards valued at \$250,000+ require approved from the Board of Trustees. Purchase orders will be issued pending board approval of award(s). All orders will ship to the individual schools.

**2.5 Bidder Qualifications**

Bids will be considered only from Vendors that are regularly engaged in the business of providing money collection/armored transportation services and that have a minimum of five continuous years of armored transportation service experience within the past seven years. In addition, Bidders must confirm that this experience is based on annual cash/check receipt pickups and deliveries totaling \$12 million per year from multiple sites using multiple vehicles. Bidder must have facilities located within the Washington, DC-Baltimore Metropolitan Area.

**2.6 Key Personnel**

Contractor shall furnish to the College Purchasing Agent and Contract Administrator, within five (5) calendar days of being awarded the contract, the names, titles, mailing and e-mail addresses, and telephone and fax numbers of key personnel responsible for the supervision and performance of the work. Such personnel shall be available between 8:30 AM and 5:00 PM, Monday through Friday, and be available to respond within one hour on business days and four hours during non-business days and times. Failure to respond within one hour or four hours as indicated shall be considered a breach of contract and may result in the early termination of the contract.

Contractor will be required to assign a dedicated Project Manager, and backup manager, to manage this contract. This Project Manager will be the sole point and coordinate all activities required under the contract and must have experience in managing contracts of this nature.

Contractor must furnish armored transportation guards armed with firearms and authorized by the State of Maryland to carry firearms; possessing a high school diploma or G.E.D. diploma; able to comprehend, read, and write the English language legibly; possessing a valid driver's license; and trained to safely operate motor vehicles. All guards shall wear uniforms provided by the Contractor which are easily distinguished from the uniform of a federal, state, or local law enforcement agency. The Contractor is responsible for providing a sufficient, adequate, and reliable communications system and equipment to its armored vehicles.

**2.7 Contractor Liabilities**

The Contractor's responsibility – and assumption of liability – will begin at the time that the Contractor accepts physical possession of the sealed bags or containers and signs a receipt for the deposit and will continue until the Contractor obtains a receipt for the deposit from a PNC Bank employee. The

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**SECTION 2 – SCOPE OF SERVICES and REQUIREMENTS-continued**

Contractor's liabilities will be for the amount of cash and coin in the deposit and for the cost of reconstruction of records necessary to determine the maker, bank, and amount of each check. The Contractor's liability will also include stop payment fees necessitated by the loss of any checks.

The Contractor will be liable for the value of any deliveries that are not received by the banking contractor, PNC Bank. The value of any delivery will be established using the bank deposit amount displayed on the face of the deposit bag. Detailed documentation must be made available to support the amount of the deposit, in the event that the courier loses a delivery. The courier will be required to sign a daily log indicating the date, time, number of bags, and amount of the pickups, by campus. The College prefers use of a bar-coding or other package tracking system that will allow deposits to be tracked on the Web from pickup to deposit verification. Bidder shall provide a statement or explanation of this service, if applicable.

Contractor shall at all times observe and comply with all federal and state laws and local ordinances and regulations and shall obtain all permits and licenses required to furnish armored transportation services.

**2.8 Schedule and Service Frequency**

2.8.1 Items for deposit are to be picked up daily, Monday through Friday, when the College is officially open, from the College Cashier Offices located on the Germantown, Rockville, and Takoma Park/Silver Spring Campuses, and delivered to the PNC Bank Money Center, Baltimore, Maryland, on a daily basis, no earlier than 8:30 AM and no later than 3:30 PM. (NOTE: each campus Cashier Office is closed from 1:00 pm until 2:00 pm daily for lunch. No pickup or corresponding billing during that timeframe). Campus maps can be found on the College's website. Pickup times may be adjusted by the College in cooperation with the Contractor; the College will make the final decision about revised pickup times. Contractor will provide service on holidays normally observed by the Contractor if the College requests service on those days. Contractor will not provide service on days designated as official closings of the College. See Attachment I for the College's current 2023-2024 Academic Year Calendar. Contractor will be responsible for downloading future Academic Year Calendars from the College's website (<http://www.montgomerycollege.edu>). If the College is closed due to inclement weather or other unforeseen, emergency, or unscheduled closing, no pickup is necessary that day. The Contractor must confirm College closings by referring to <http://www.montgomerycollege.edu>. **The College will not be responsible for any fees charged by the Contractor for attempted pickups on closure dates as a result of its failure to confirm closings.**

2.8.2 Deposits in sealed bags for delivery to the financial institute will be picked up from the Cashier Office on each campus. Each campus will be considered as one stop. The Contractor shall not be obligated to accept bags not securely sealed. The College's banking contractor will provide bags with protective strips. The number and size of the deposit bags will vary from campus location to campus location; bag size will depend upon deposit size. The typical number of deposit bags will range up to approximately 15 bags per day, but during peak periods may exceed that number. Contractor shall charge no excess items fees for up to 15 bags per pickup per campus. Any excess items fees charged by the Contractor **shall be limited to \$1.00 for each bag or package that exceeds 15 bags per pickup per campus.**

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**SECTION 2 – SCOPE OF SERVICES and REQUIREMENTS-continued**

- 2.8.3 Periodically (usually not to exceed three times per year), change order requests will be sent from PNC Bank to the College; Bidder pricing must include any change order request. The Contractor must be able to provide change order service as requested by the College. These orders shall be picked up as needed and returned to the College on the next scheduled service day. If an error is made by the Contractor as to the location in which the change is distributed, it shall be the Contractor's responsibility to correct that error on the same business day that the error is reported. The average value of a change order is \$200,000 per change order.
- 2.8.4 Turnaround time for the return of a change order shall not exceed two business days.
- 2.8.5 Upon award and prior to commencement of the contract, the Contractor may be required to meet with the College Contract Administrator to review contract performance requirements. The Contractor and the College Contract Administrator will determine times for daily campus pickups. The Contractor must adhere to and maintain scheduled services. In the event that the Contractor misses a daily pickup for any or all of the three campuses, the Contractor shall have an established mechanism or procedure by which invoices shall clearly reflect the date missed, the affected campus name, and amount credited.

**2.8.6 LOCATIONS**

- a. Cashier Office, Germantown Campus, 20200 Observation Drive, Sciences and Applied Studies Building (SA), Room 105, Germantown, Maryland 20876. Telephone 240-567-7836.
- b. Cashier Office, Rockville Campus, 51 Mannakee Street, Student Services Building (SV), Room 106, Rockville, Maryland 20850. Telephone 240-567-5342.
- c. Cashier Office, Takoma Park/Silver Spring Campus, 7600 Takoma Avenue, Charlene R. Nunley Student Services Center (ST), Room 213, Takoma Park, Maryland 20912. Telephone 240-567-1526.
- d. Cashier Office, East Campus, 2221 Broadbirch Drive, Silver Spring, MD, 20904. (Room number and Telephone TBD).
- e. In the event that the College adds one or more new locations to this contract, the Contractor shall provide all services required by this bid, and the contract price shall be adjusted accordingly for additional stop(s).

**2.9 Service Requirements**

- 2.9.1 The Contractor must possess a private security company license which must be kept current during the entire contract term. A copy of the license shall be provided to the College within 15 business days upon award of the contract.
- 2.9.2 The Contractor shall not assume that pickups will not be needed on national and/or bank holidays. The Contractor shall provide the College its schedule of holidays observed, and the College Contract Administrator shall notify the Contractor via e-mail a minimum of 24 hours prior to holidays to request pickup service, if applicable. The Contractor shall provide the account manager's name and e-mail address for such notification.
- 2.9.3 The Contractor must provide licensed, armed, security guards for services performed under the contract. These employees or agents shall remain licensed throughout the contract term.

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- 2.9.4 The Contractor's security guards must be in uniform with visible identification that distinguishes them as authorized personnel of the armored car company. Bidders shall advise the College if they use an All Valuables Shipment (AVS) card system. The Contractor shall notify the College of staffing changes on the College's established routes.
- 2.9.5 The Contractor shall be responsible for all investigative fees associated with allegations of theft or loss if the College is found to not be at fault.
- 2.9.6 The Contractor shall provide a receipt to the College upon pickup of all deposits. At a minimum, this receipt shall include Contractor name, College name, name and ID number of employees conducting the pickup, date and time of the pickup, number of bags picked up, and signatures of Contractor and College employees.
- 2.9.7 The Contractor shall collect and retain all receipts from PNC Bank when College deposits are made throughout the contract term. Copies of bank receipts shall be provided to the College upon request and at no charge.

**2.10 Maximum Shipment Liability**

Contractor will be liable for loss of or damage to College property inclusive of reconstructive damage up to the maximum sum for each shipment as indicated on the Price Proposal based upon the values of shipments declared by the College for the safe pickup and delivery of shipments in the Contractor's possession. Contractor will not be liable for loss or damage to College property consigned to it in excess of the Maximum Shipment Liability unless the College has been invoiced and paid all excess liability charges to the Contractor for shipments with a value exceeding the Maximum Shipment Liability amount.

**2.11 Shipment Requirements**

The College will place all deposits in sealed bags or containers clearly indicating the College's and PNC Bank's name and address, as well as the value of each shipment on the outside of the sealed packages or container, separating checks, currency, and coin into different bags or containers. Contractor's acceptance of a shipment shall be deemed to be conclusive proof that the shipment was sealed at the time of pickup by Contractor. Contractor's receipt document shall be deemed the sole controlling document with respect to all services rendered regarding bags or containers, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation, with respect to the contents of the bags or containers.

**2.12 Duration of Shipment Liability**

Contractor's possession of the College's shipment begins only after Contractor's authorized employee signs a receipt for and receives items for delivery and thereafter Contractor's possession terminates when the banking contractor accepts physical custody of the delivery. It is understood and agreed that Contractor's liability for the handling and protection of College deposits arises and exists solely and concurrently with Contractor's possession thereof.

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**2.13 Check Reconstruction**

Check Reconstruction is defined to mean the identification of checks only to the extent of determining the face amount of checks and the identity of the maker or the endorser of each. In the event of a lost or destroyed deposit, the College will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss, and the Contractor shall assume the liability to pay for the costs associated with identifying and replacing the checks, any necessary cost because of stop-payment procedures, and the face value of the checks which cannot be reconstructed, except those checks which would not be collectable at the time of loss, but not to exceed the aggregate amount per shipment for unreconstructed checks as identified by the Bidder on the Price Proposal. The Bidder must indicate on the Price Proposal its maximum liability for checks per shipment.

**2.14 Premise Time**

The successful Bidder acknowledges and agrees that time is of the essence with respect to its duties and obligations under the contract. The Contractor agrees to perform the contract continuously and diligently. The College requests that the Contractor provide a minimum of 10 minutes and maximum of 15 minutes premise time for pickups and deliveries at each campus or other designated location, unless otherwise detained by authorized College personnel. The number of minutes per stop will start when the Contractor enters the pickup location building and end when the Contractor leaves the pickup location building. The Bidder's shipment log/receipt should reflect arrival and departure times to be confirmed in writing by College staff as appropriate. A copy of such documentation shall also be made available to the Accounts Receivable Manager upon request. The Bidder must note on the Price Proposal its per-minute charge for premise time exceeding 15 minutes per campus or other location. Each campus Cashier Office is closed from 1:00 pm until 2:00 pm daily for lunch. **The College will not be responsible for any additional fees assessed by the Contractor for pickup(s) or corresponding billing that occur during that timeframe.**

The Contractor must deliver and return all deposit slips, bank bags, etc., in a timely manner to ensure uninterrupted service. Any money bags that are lost by the Contractor, if not recovered within seven (7) calendar days shall be replaced at no cost to the College.

**2.15 Additional Insurance Requirements**

Insurance requirements will vary from campus to campus and from one time frame to another. The value of the deposits peak during registration periods and declines approximately one week after classes begin. These peak periods occur three times per year: May to June, August to September, and December to January. The College Contract Administrator shall notify the Contractor when insurance coverage must be increased for peak-time deposits. The Contractor must carry sufficient insurance to cover deposits received. Insurance requirements are based on the following estimated deposits:

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| Campus             | Deposit Type | Estimated Amounts during Peak Periods | Estimated Amounts during Non-Peak Periods |
|--------------------|--------------|---------------------------------------|---|
| Germantown         | Cash         | \$50,000                              | \$10,000                                  |
|                    | Checks       | \$100,000                             | \$50,000                                  |
| Rockville          | Cash         | \$200,000                             | \$65,000                                  |
|                    | Checks       | \$1,200,000                           | \$300,000                                 |
| Takoma Park        | Cash         | \$150,000                             | \$25,000                                  |
|                    | Checks       | \$150,000                             | \$25,000                                  |
| East County Campus | Cash         | \$150,000                             | \$25,000                                  |
|                    | Checks       | \$150,000                             | \$25,000                                  |

The Contractor shall maintain Armored Car “All-Risk” Transit and Storage Insurance, or comparable insurance, covering theft, disappearance/destruction form, forgery/alteration form, employee dishonesty form, and property other than money and securities form. The policy shall include temporary employees in the definition of employees. The policy shall also cover currency, coin, and checks unable to be identified on a dollar-for-dollar, face value replacement basis at no less than \$200,000 per occurrence. Deductibles may not exceed \$250,000. The policy shall allow a minimum of 120 days to file a proof of loss. Additionally, the Contractor shall maintain Reconstruction of Checks Insurance, or other comparable insurance, at no less than \$25,000 per occurrence. This insurance shall provide funds for check reconstruction, including stop payment fees, postage, labor, and any other reasonable costs in reconstructing checks. The College reserves the right to increase or decrease limits as it deems appropriate. The Contractor shall furnish the College a Certificate of Insurance as evidence of the required coverage within 15 days of award of the contract.

**2.16 Contractor Identification**

Contractor’s employees must be in a company uniform and carry picture identification when on College property.

**2.17 Contract Administration**

Upon contract award, all work must be scheduled and coordinated with College Contract Administrator Natalie Thompson, Accounts Receivable Manager, phone at (240) 567-5314, or email at [natalie.thompson@montgomerycollege.edu](mailto:natalie.thompson@montgomerycollege.edu) (and/or designee[s]). The College Contract Administrator will provide the Contractor with the names of Cashier Office staff who will serve as daily operational contact at each campus.

**2.18 Customer Service Requirements**

The College prefers that the Contractor assign a dedicated customer service representative (CSR) and CSR backup, or Project Manager and backup, as principal points of contact to service the College’s account, including names, address, telephone and fax numbers, and e-mail addresses for operational, service, billing, and contract-related inquiries. The Contractor will immediately notify the College in writing of any change in the designated CSRs or Project Managers. The Contractor must respond to all College telephone calls and e-mails within 24 business hours. All questions and requests regarding the contract must be initially addressed within 48 business hours.



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**2.12 Drug and Alcohol-Free Workplace**

The Contractor warrants that it shall comply, and that it shall remain in compliance throughout the term of the contract, with all applicable state and federal regulations, including, but not limited to, USDOT alcohol and drug testing requirements and State of Maryland COMAR 21.11.08, Drug and Alcohol-Free Workplace Guidelines.

**2.13 Warranties**

Upon award of the contract and thereafter during the term of the contract, the Contractor represents and warrants that:

- 2.20.1 It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified.
- 2.20.2 It shall comply with all local, state, and federal ordinances, regulations, and laws, applicable to its activities and obligations under the contract.
- 2.20.3 It shall obtain and maintain, at its expense, all licenses, permits, insurance, and approvals as necessary to the performance of its obligations under the contract.

**2.21 Reports**

Upon completion of each fiscal year, the Contractor shall provide a report showing contract usage by campus for the period covering July 1 through June 30. The report shall include, but not limited to, number of pickups, pickup dates, deposit delivery details, itemized price information, etc. The report shall be delivered electronically to the Accounts Receivable Manager within 15 days of the fiscal year end via email at [acctrec@montgomerycollege.edu](mailto:acctrec@montgomerycollege.edu).

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**SECTION 3 – MINIMUM REQUIREMENTS**

**3.1 Minimum Requirements**

Bidders must complete and return Attachment A to confirm their compliance. Failure to return Attachment A with the bid response may cause the response to be deemed non-responsive. The College will consider adherence to scope of services, minimum requirements, price, past performance to the College, and references from other customers in its evaluation of Bidder's proposals.

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**SECTION 4 – BID SUBMISSION INSTRUCTIONS**

**4.1 Electronic Bid Submission Instructions**

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

All Bidder proposals must be submitted **electronically**, as a PDF file. Attachment shall consist of the Bidder response and Price Proposal sent in a single **email** prior to the proposal submission deadline date and time to [vendor.proposals@montgomerycollege.edu](mailto:vendor.proposals@montgomerycollege.edu).

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Bid (RFB) bid number and title.

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

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**SECTION 5 – PRICE PROPOSAL**

| ITEM       | DESCRIPTION   | U/M   | QTY | MONTHLY | TOTAL PRICE |
|------------|---|-------|-----|---------|-------------|
| <b>4.1</b> | <b>BASE PRICING</b>   |       |     |         |             |
| (A)        | Germantown Campus<br>20200 Observation Drive<br>Germantown, MD 20876                                  | Month | 12  | _____   | _____       |
| (B)        | Rockville Campus<br>51 Mannakee Street<br>Rockville, MD 20850   | Month | 12  | _____   | _____       |
| (C)        | Takoma Park/Silver Spring Campus<br>7600 Takoma Avenue<br>Takoma Park, MD 20912                       | Month | 12  | _____   | _____       |
| (D)        | East Campus<br>2221 Broadbirch Drive<br>Silver Spring, MD 20904                                       | Month | 12  | _____   | _____       |
|            | <b>Grand Total Base Pricing</b>   |       |     |         | \$ _____    |
| <b>4.2</b> | <b>ADDITIONAL PRICING</b>   |       |     |         |             |
| (A)        | Maximum Liability Coverage per Shipment per Location  |       |     |         | _____       |
|            | Additional Insurance Coverage, as may be required, per \$1,000<br>after stated maximum cash liability |       |     |         | _____       |
|            | Excess Liability Coverage<br>for excess coverage for every \$1,000                                    |       |     |         | _____       |
| (B)        | Maximum Excess Liability Coverage Total, if applicable  |       |     |         | _____       |
| (C)        | Check Reconstruction Charge: Maximum aggregate amount per shipment<br>for unreconstructed checks      |       |     |         | _____       |
| (D)        | Check Reconstruction Charge: Maximum liability for checks per shipment                                |       |     |         | _____       |
| (E)        | Excess Premise/Waiting Time Charge after <b>15</b> minutes  |       |     |         | _____       |
| (F)        | Holiday Service Fee, per day per location   |       |     |         | _____       |
| (G)        | Any other charges, i.e., Environmental Surcharge, Security Surcharge, etc.                            |       |     |         | _____       |

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**SECTION 5 – PRICE PROPOSAL**

Bidders must complete all of the above blanks and line-item pricing in order to be considered for award. Failure to do so may deem a bid non-responsive.

An aggregate award will be made in the best interest of the College to the most responsible, responsive Bidder with the lowest Grand Total Base Price that can meet the terms, conditions, and specifications of this solicitation. Failure to complete the Price Proposal form in its entirety will render the Bidder unresponsive.

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

**Montgomery College is tax exempt, certification provided upon request**

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

---

Company Name

Authorized Name (printed/typed)

---

Title

Authorized Signature and Date

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**ATTACHMENT A – MINIMUM REQUIREMENTS**

|           | <p style="text-align: center;"><b>MINIMUM REQUIREMENTS</b><br/> <i>Bidder must check (☑) either Box B or Box C to indicate compliance or noncompliance with the Minimum Requirements listed in Box A.</i><br/> <b>(A)</b></p>  | <p style="text-align: center;"><b>BIDDER COMPLIES</b><br/><br/><b>(B)</b></p> | <p style="text-align: center;"><b>BIDDER DOES NOT COMPLY</b><br/><br/><b>(C)</b></p> |
|-----------|--|---|--|
| <b>1</b>  | Bidder has the trained, qualified, and licensed personnel, supervision, licenses, bonding, facilities, equipment, vehicles, tools, and insurance required to perform the requirements specified in this bid. The College reserves the right to require receipt of proof of compliance with said requirements within 10 calendar days from the date of request. |   |  |
| <b>2</b>  | Bidder has a minimum of five (5) continuous years of armored car service experience within the past seven (7) years. This experience requirement must be satisfied by the bidding entity itself, as a company. Experience of officers or principals shall not be considered in determining if these minimum qualifications have been met.                      |   |  |
| <b>3</b>  | Bidder’s armored car experience includes annual cash/check receipt pickups and deliveries totaling \$12 million per year from multiple sites using multiple vehicles.  |   |  |
| <b>4</b>  | Bidder offers facilities/services within the Washington, DC-Baltimore Metropolitan Area.   |   |  |
| <b>5</b>  | Bidder has attached a sample of its contract <b>if</b> it will require that the College sign its contract form separate and apart from the College purchase order and agreement.   |   |  |
| <b>6</b>  | Bidder has provided three references on Attachment B from current and/or previous customers within the past three years who are capable of documenting experience in providing the same or similar services. One of the company references must be located in Maryland.  |   |  |
| <b>7</b>  | Bidder meets insurance requirements in Sections 1.25 and 2.15 and will submit the required Certificates of Insurance if awarded the contract.  |   |  |
| <b>8</b>  | Bidder has attached its holiday schedule.  |   |  |
| <b>9</b>  | Bidder has attached a sample shipping/receipt log.   |   |  |
| <b>10</b> | Bidder has included a page with definitions for “other charges” (i.e., environmental, security, etc.) included in Price Proposal.  |   |  |

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**ATTACHMENT B - REFERENCES**

| REFERENCE 1           |  |
|-----------------------|--|
| Company Name          |  |
| Street Address        |  |
| City, State, Zip Code |  |
| Contact Person        |  |
| Title                 |  |
| Telephone Number      |  |
| Email Address         |  |

| REFERENCE 2           |  |
|-----------------------|--|
| Company Name          |  |
| Street Address        |  |
| City, State, Zip Code |  |
| Contact Person        |  |
| Title                 |  |
| Telephone Number      |  |
| Email Address         |  |

| REFERENCE 3           |  |
|-----------------------|--|
| Company Name          |  |
| Street Address        |  |
| City, State, Zip Code |  |
| Contact Person        |  |
| Title                 |  |
| Telephone Number      |  |
| Email Address         |  |

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

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



**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR BID TITLE: ARMORED TRANSPORTATION SERVICES**  
**BID NUMBER: E524-009**  
**BID OPENING DATE AND TIME: MAY 6, 2024 at 3:00 PM**

**ATTACHMENT C – CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date, are NOT employed by Montgomery College. Conflict of Interest Statement must also be submitted within seven (7) days prior to the start of each contract renewal term.

|               |  |
|---------------|--|
|               |  |
| Company Name: |  |
| Printed Name: |  |
| Title:        |  |
| Signature:    |  |
| Date:         |  |

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT D – NON-DEBARMENT ACKNOWLEDGEMENT**

**NON-DEBARMENT ACKNOWLEDGEMENT**

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

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

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

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT E – CONTRACTOR INFORMATION FORM**

E.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.

E.2 Minority Contractor: Yes  No

If yes, please specify minority classification

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

E.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.

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

Yes  No

E.6 Please provide the following information:

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

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Company Name Name

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Title Authorized Signature and Date

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT F – NO BID REPOSE FORM**

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

Too busy at this time

Not engaged in this type of work

Project is too large

Project is too small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

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Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

|                   |   |
|-------------------|---|
| Please return to: | Montgomery College<br>Office of Business Services<br>9221 Corporate Blvd<br>Rockville, Maryland 20850 |
|-------------------|---|

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT G – 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, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be nonsubstantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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

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

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

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

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

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

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

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

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

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

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

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

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

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

**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** Refer to Section I, and all other Sections referenced in Section I, for Bid/Proposal delivery instructions.

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

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

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

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

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



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

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

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

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

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

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

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

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, 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, sex, 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.

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

It should be assumed that all sexual behavior by the Contractor’s employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
**REQUEST FOR BID TITLE: ARMORED TRANSPORTATION SERVICES**  
**BID NUMBER: E524-009**  
**BID OPENING DATE AND TIME: MAY 6, 2024 at 3:00 PM**

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

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** 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 as listed below:

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

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

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT H – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE**



**Cooperative Rider Clause**

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

**I. Format**

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

**A. Terms**

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

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

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

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

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT H – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT H – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**School Systems**

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

**BALTIMORE METROPOLITAN COUNCIL AGENCIES**

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT H – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

**MWCOG Rider Clause  
Approval Form**

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

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

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Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

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Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_ Lead

Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

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Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*



**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT H – MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE-continued**

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

Participating Agency

Mid-Atlantic Purchasing Team

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**MONTGOMERY COLLEGE - OFFICE OF BUSINESS SERVICES**  
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**ATTACHMENT I – ACADEMIC YEAR CALENDAR 2023-2024**

*Academic Year Calendar 2023 – 2024*

**FALL SEMESTER 2023**

|                 |                   |   |
|-----------------|-------------------|---|
| Tuesday         | August 21         | Official beginning of Academic Year<br>Faculty return for professional week     |
| Monday          | August 28         | Fall semester classes begin   |
| Monday          | September 4       | College closed for Labor Day holiday  |
| Saturday-Sunday | September 9-10    | Fall semester weekend classes begin   |
| Tuesday         | October 17        | Advising Day; No classes for students<br>Non-instructional duty day for faculty |
| Wednesday       | November 22       | No classes for students<br>Non-instructional duty day for faculty               |
| Thursday-Sunday | November 23-26    | College closed for Thanksgiving holiday   |
| Monday-Sunday   | December 11-17    | Final exam week   |
| Sunday          | December 17       | Official end of fall semester   |
| Monday-Friday   | December 18-22    | Non-instructional duty days for faculty   |
| Saturday-Monday | December 23-Jan 1 | Winter break: College closed  |

**WINTER SESSION 2024**

|        |             |  |
|--------|-------------|--|
| Monday | December 18 | Winter session classes begin                           |
| Monday | January 15  | College closed for Dr. Martin Luther King, Jr. holiday |
| Friday | January 19  | Winter session classes end                             |

**SPRING SEMESTER 2024**

|                 |               |   |
|-----------------|---------------|---|
| Monday          | December 18   | Official beginning of spring semester                         |
| Monday          | January 15    | College closed for Dr. Martin Luther King, Jr. holiday        |
| Tuesday         | January 16    | Faculty return for professional days                          |
| Monday          | January 22    | Spring semester classes begin                                 |
| Saturday-Sunday | January 27-28 | Spring semester weekend classes begin                         |
| Monday-Sunday   | March 11-17   | Spring break for students and faculty                         |
| Friday          | March 15      | Spring break; College closed                                  |
| Monday-Sunday   | May 6-12      | Final exam week   |
| Monday-Friday   | May 13-17     | Non-instructional duty days for faculty                       |
| Friday          | May 17        | Commencement<br>Official end of spring semester/Academic Year |

**SUMMER SESSION 2024**

|                 |           |   |
|-----------------|-----------|---|
| Monday          | May 20    | Official beginning of summer sessions       |
| Monday          | May 27    | College closed for Memorial Day holiday     |
| Tuesday         | May 28    | Summer session I classes begin              |
| Wednesday       | June 19   | College closed for Juneteenth holiday       |
| Monday          | June 17   | Midsummer session classes                   |
| Thursday-Friday | July 4-5  | College closed for Independence Day holiday |
| Monday          | July 8    | Summer session II classes begin             |
| Friday          | August 16 | Official end of summer sessions             |