

**MONTGOMERY COLLEGE – OFFICE OF PROCUREMENT
REQUEST FOR BID 411-007
SIDEWALK ICE MELT
BID OPENING DATE: December 6, 2010, at 2:00 p.m.**

**ADDENDUM NO. 1
Issued November 30, 2010**

ADDENDUM FOR THE PURPOSE OF THE FOLLOWING:

Page 5, SECTION 2 – SPECIFICATIONS

2.1 Products and Brand Names

DELETE: c) CAS 7647-14-5 Sodium Chloride by Eddie Mercer Agri-Services, Inc. and;

REPLACE with: c) GM50 Glacier Melt by Cargill Inc.

Page 6, SECTION 3 – PRICE PROPOSAL

Change NOTE to read:

NOTE: The estimated **average annual** usage of Sidewalk Ice Melt **for the College** in the past three winters is 3,000, 50-lb. bags. In case the award is made to more than one vendor, the quantity may be less.

Page 6, SECTION 3 – PRICE PROPOSAL

DELETE Line Item 3, CAS 7647-14-5 Sodium Chloride by Eddie Mercer Agri-Services Inc., 50 lb bag

REPLACE with **NEW** Line Item 3, GM50 Glacier Melt, by Cargill Inc., 50 lb bag

BIDDERS ARE TO COMPLETE THE REVISED PRICE PROPOSAL, WHICH HAS BEEN ATTACHED FOR THE BIDDER'S CONVENIENCE.

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REVISED SECTION 3 – PRICE PROPOSAL

A bidder may provide pricing for one or more items listed below, and may submit optional price(s) only with a base bid. The College will only consider the optional price(s) offered by the Bidder whose base bid is determined to be the lowest-evaluated bid. Submitted price must be inclusive of all associated costs. All items listed herein are brand specific and may NOT be substituted.

NOTE: The **estimated average annual** usage of Sidewalk Ice Melt **for the College** in the past three winters is 3000, 50 lb. bags. In case the award is made to more than one vendor, the quantity ordered may be less.

	Product Descriptions	Bags/ Pallet	Base Bid Unit Price/Bag (min. order one pallet)	Optional #1 Unit Price/Bag (min. order one truck load) to One Location	Optional #2 Unit Price/Bag if Product Picked Up (min. order one pallet)
1	Landscaper's Choice by Kissner Group, 50 lb bag				
2	Industrial Strength Ice Melting Compound by Scotwood Industries, Inc., 50 lb bag				
3	GM50 Glacier Melt by Cargill Inc., 50 lb bag				

Payment Options:

Accept Procurement Card (Visa): _____YES _____NO

Accept Verbal Orders: _____YES _____NO

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 and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.

 Company Name

 Name

 Title

 Authorized Signature and Date

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All else remains unchanged.

Please **sign** below to acknowledge receipt of this Addendum and return with the bid response.

NOTE: BID ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.

Company Name

Authorized Signature

Date

Printed/Typed Signature



Office of Procurement
900 Hungerford Drive, Suite 110
Rockville, MD 20850
REQUEST FOR BID NO.: 411-007
SIDEWALK ICE MELT

All bid responses MUST BE RECEIVED in the Procurement Office BY 2:00 PM local time on:
December 6, 2010.

Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: 90 Days after bid opening date, but prior to contract award.


Bid Bond Requirements: None

Performance, Labor and
Material Bond
requirements: None

Pre-bid / Pre-proposal
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.


Janet Wormack, Ed.D., CPPO
Director of Procurement

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

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SECTION 1 – BID INFORMATION

1.1 Intent

It is the intent of this Request for Bid to provide Montgomery College with Bagged Sidewalk Deicing Material for all three campuses, in accordance with the terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

1.2 Bid Due Date

All responses to this Request for Bid are due in the Montgomery College Procurement Office, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by 2:00 p.m. on December 6, 2010, and must be clearly identified and marked as pertaining to this request. No facsimile or email transmissions will be accepted. No responses will be accepted after this date and time. In the event that the College is closed on the bid opening date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

1.3 Contact Information

For purchasing or technical questions about this solicitation, please contact Michele Paul, Purchasing Agent at: michele.paul@montgomerycollege.edu via email. The deadline for questions is Thursday, December 2, 2010, by 5:00 pm.

1.4 Award

Award will be made to the most responsible, responsive Bidder with the lowest base price who can meet the terms, conditions, and specifications of this solicitation. The College reserves the right to award the contract in whole or in part to one or more bidders whichever is in the best interest of the College. In addition, the College reserves the right to consider the optional pricing of the most responsible, responsive bidder with the lowest base price. 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.

1.5 Pricing

The price(s) offered on the Price Proposal must be quoted FOB Destination, must include all charges and costs (including shipping) incurred in the delivery of this procurement unless specified. No allowance will be made at a later date for additional charges due to the Bidder's omission. In addition, all Bidders must hold their bid prices for 90 days after bid opening date, but prior to contract award. 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.

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SECTION 1 – BID INFORMATION

1.6 Bid Evaluation

Bids will be evaluated based on the base bid for each item. A bidder may submit optional pricing with a base bid. The College will only consider the optional pricing offered by the Bidder whose bid is determined to be the lowest-evaluated bid. Bids submitted in response to this solicitation will be evaluated as follows:

1.6.1 Bidder is responsible – Bidder demonstrates ability to provide products and/or determine responsibility:

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

1.6.2 Bidder is financially stable

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

1.6.2.1 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

1.6.2.2 Bidder has provided all documentation and samples requested in the specifications

1.7 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 the Bidder **fails** to:

1.7.1 Meet the mandatory specifications and requirements.

1.7.2 Respond in a timely fashion to a request for additional information or data.

1.7.3 Supply appropriate and favorable client references.

1.7.4 Complete the Price Proposal including the submission of a base bid.

1.7.5 Sign the bid.

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

1.7.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

1.8 Subcontractors

No portion of the work shall be subcontracted without prior written consent of the College. In the event the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the company name, contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s). The primary Contractor shall remain fully liable for the work performed by the subcontractor(s), shall assure compliance with all requirements of the contract, and shall be solely responsible for payment to all subcontractors or secondary suppliers engaged to perform under the contract. The College reserves the right to reject any proposed subcontractor.

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SECTION 1 – BID INFORMATION

1.9 Required Submittals

- Price Proposal
- Contractor Information Form
- Manufacturer's name, name of the products, specifications and MSDS sheet(s)
- References
- Metropolitan Washington Council of Governments Rider Clause (optional)

1.10 Failure to Submit

Failure to provide any of the above items (except for optional item) may deem a bid proposal non-responsive.

1.11 Tobacco Policy

Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meeting or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

1.12 References

All references must include the company and contact name, address and telephone number. Cited references must be able to confirm, without reservation, the Bidder's ability to provide the level of products and services mandated in this solicitation. In addition, references must be able to confirm that the Bidder has provided products within the past three to five years. The College reserves the right to request additional references or contact any site using the Bidder's products. In addition, the College shall not be listed as a reference.

1.13 Contract Documents

The Request for Bid, Specifications, and a Purchase Order issued and signed by the Director of Procurement or designee, form the Contract. Bidders requiring a signed contract form separate and apart from the foregoing are to submit such a contract with their bid.

1.14 Terms and Conditions for Bid

Bidders shall also refer to, understand and agree to Attachment D, Terms and Conditions of this Bid.

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SECTION 1 – BID INFORMATION

1.15 Contract Period

The initial term of this contract will be from the date of award until April 30, 2012. At the sole option of the College, the contract may be renewed two (2) times on an annual basis, beginning with the period May 1, 2012 through April 30, 2014, subject to funding availability and the need, and provided that the Contractor has been in compliance with the terms and conditions of the contract and its service has been satisfactory.

1.16 Placing Orders

Blanket Purchase order(s) will be issued by the Procurement Office. The listed quantity in the Price Proposal Form are based on the average usage in the previous years and are provided for information only. These figures do not reflect the usage during severe snow storm weather. The College is not obligated to purchase any minimum or maximum quantity through the contract period. The actual order quantities may be more or less than listed.

1.17 Invoice Payment

All invoices must be submitted to: Montgomery College, Attention: Accounts Payable, 900 Hungerford Drive, Rockville, Maryland 20850. Vendors doing business with the College for the first time must submit a copy of their IRS W-9 form upon award of the contract.

1.18 Termination Due to Lack of Funding

Any contract awarded as a result of 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 this solicitation.

1.19 Debarment

Submission of a signed bid in response to this solicitation is certification that a Bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any County, State, or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

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SECTION 2 – SPECIFICATIONS

2.1 Products and Brand Name

The brand names/manufacturers referred to herein are the **only** products that will be accepted. No alternate products will be considered. This clause supersedes the Brand Name clause listed in Attachment D, Terms and Conditions.

The acceptable makes of the Sidewalk Ice Melt are as follows:

- a) Landscaper's Choice by Kissner Group.
- b) Industrial Strength Ice Melt by Scottwood Industries
- c) CAS 7647-14-5 Sodium Chloride by Eddie Mercer Agri-Services, Inc.

Manufacturer's name, name of the products, specifications, MSDS sheet(s) and application instruction should be submitted in the bid response.

2.2 Product Packaging

Each individual bag should be properly packed with #7 mil poly bag or equal, and then palletized. The College has the right to reject products with broken packages.

2.3 Delivery

2.3.1 The delivery of the product shall be made to each campus location within 24 hours of order placement if delivery service is required.

2.3.2 Delivery truck must have a lift-gate to assist in unloading.

2.3.3 The College has the right to reject the products with broken packaging.

2.3.4 A delivery ticket with the product name, quantity, delivery date and time must accompany each delivery to the College, and should be signed by the College Contract Administrator at each campus.

2.3.5 Deliveries should be made during the regular operating hours of the Office of Facilities, Monday to Friday, from 6:30 a.m. to 3:00 p.m., unless arrangements have been made in advance with the Contractor Administrator.

2.3.6 The products should be delivered to the following specific addresses as instructed:

- a) Rockville Campus, 51 Mannakee Street, Rockville, MD 20850
- b) Germantown Campus, 20200 Observation Drive, Germantown, MD 20876
- c) Takoma Park/Silver Spring Campus, 7600 Takoma Avenue, Takoma Park, MD 20912

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SECTION 3 – PRICE PROPOSAL

A bidder may provide pricing for one or more items listed below, and may submit optional price(s) only with a base bid. The College will only consider the optional price(s) offered by the Bidder whose base bid is determined to be the lowest-evaluated bid. Submitted price must be inclusive of all associated costs. All items listed herein are brand specific and may NOT be substituted.

NOTE: The total average estimated usage of Sidewalk Ice Melt for the past three winters is 3000 50 lb bags. In case the award is made to more than one vendor, the quantity may be less.

	Product Descriptions	Bags/ Pallet	Base Bid Unit Price/Bag (min. order one pallet)	Optional #1 Unit Price/Bag (min. order one truck load) to One Location	Optional #2 Unit Price/Bag if Product Picked Up (min. order one pallet)
1	Landscape’s Choice by Kissner Group, 50 lb bag				
2	Industrial Strength Ice Melting Compound by Scotwood Industries, Inc., 50 lb bag				
3	CAS 7647-14-5 Sodium Chloride by Eddie Mercer Agri-Services Inc., 50 lb bag				

Payment Options:

Accept Procurement Card (Visa): ____ YES ____ NO Accept Verbal Orders: ____ YES ____ NO

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

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

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ATTACHMENT A – REFERENCES

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

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

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

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONTRACTOR INFORMATION FORM

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

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

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

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

B.5 Please provide the following information

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

Company Name Name

Title Authorized Signature and Date

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ATTACHMENT C – NO BID RESPONSE FORM

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

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name	Name
--------------	------

Street Address	Authorized Signature and Date
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City, State, Zip	Title
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Please return to:	Montgomery College Office of Procurement 900 Hungerford Drive, Room 110 Rockville, Maryland 20850-1733
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MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
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ATTACHMENT D – TERMS AND CONDITIONS

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 whole or in part, whichever is 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 non substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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

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

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

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

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

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

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ATTACHMENT D – TERMS AND CONDITIONS

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

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

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

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

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

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

CONTRACT TERMINATION The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

CONTRACTORS This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

DELIVERY AND PACKING All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 900 Hungerford Drive, Suite 110, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

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

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

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

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

HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "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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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 Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

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. 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.

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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.

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

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effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS 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.

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ATTACHMENT E – METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT: _____

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
		Alexandria, Virginia			City of Manassas Public Schools
		Alexandria Public Schools			Manassas Park, Virginia
		Alexandria Sanitation Authority			Maryland-National Capital Park & Planning Comm.
		Arlington County, Virginia			Maryland Department of Transportation
		Arlington County Public Schools			Metropolitan Washington Airports Authority
		Bladensburg, Maryland			Metropolitan Washington Council of Governments
		Bowie, Maryland			Montgomery College
		Charles County Public Schools			Montgomery County, Maryland
		College Park, Maryland			Montgomery County Public Schools
		Culpeper County, Virginia			Northern Virginia Community College
		District of Columbia			OmniRide
		District of Columbia Courts			Potomac & Rappahannock Trans. Commission
		District of Columbia Public Schools			Prince George's County, Maryland
		District of Columbia Water & Sewer Auth.			Prince George's Public Schools
		Fairfax, Virginia			Prince William County, Virginia
		Fairfax County, Virginia			Prince William County Public Schools
		Fairfax County Water Authority			Prince William County Service Authority
		Falls Church, Virginia			Rockville, Maryland
		Fauquier County Schools & Government, Virginia			Spotsylvania County Schools
		Frederick, Maryland			Stafford County, Virginia
		Frederick County, Maryland			Takoma Park, Maryland
		Gaithersburg, Maryland			Upper Occoquan Service Authority
		Greenbelt, Maryland			Vienna, Virginia
		Hemdon, Virginia			Virginia Railway Express
		Leesburg, Virginia			Washington Metropolitan Area Transit Authority
		Loudoun County, Virginia			Washington Suburban Sanitary Commission
		Loudoun County Public Schools			Winchester, Virginia
		Loudoun County Sanitation Authority			Winchester Public Schools
		Manassas, Virginia			