Project Manual for Procurement of Headwalls and Bed Dockers

Bid #03-120215SB-01

Date Issued: November 16, 2015

Headwalls and Bed Dockers

DUE DATE/TIME: December 2, 2015, 2:00 PM EST

Time and Date of Pre-Submittal Conference  N/A
Deadline for Inquiries  November 24, 2015
Deadline for Sealed Bids  December 2, 2015
Small Products Procurement Package
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THE BID DOCUMENTS INCLUDED IN THIS PROJECT MANUAL ARE INTEGRATED AND FORM THE ENTIRE BASIS FOR WHICH BIDDERS SHALL SUBMIT BIDS FOR THE PRODUCTS. BIDDERS SHALL CAREFULLY READ EACH AND EVERY BID DOCUMENT PRIOR TO SUBMITTING ITS BID TO FULLY UNDERSTAND THE OBLIGATIONS IT ASSUMES AND RIGHTS IT WAIVES BY SUBMITTING ITS BID AND PERFORMING THE CONTRACT, IF AWARDED.
INVITATION TO BID

The Montgomery County Community College will receive sealed bids for procurement of **Headwalls and Bed Dockers** as an indefinite quantity of goods and services contract. Bids shall be received by the Montgomery County Community College by **2:00 p.m. (Eastern Standard Time) on December 2, 2015**, at its Purchasing Department, Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422.

Bid Documents, including the Specifications, may be obtained at [www.mc3.edu/purchasing](http://www.mc3.edu/purchasing) or the office of the Purchasing Manager, Montgomery County Community College, Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422.

Timely submitted Bids will be **publically opened and read aloud on December 2, 2015 in College Hall Room 147, Montgomery County Community College, 340 DeKalb Pike, Blue Bell, PA 19422.**
INSTRUCTIONS TO BIDDERS

1. BID DOCUMENT AVAILABILITY

A. The Bid Documents have been prepared by and may be obtained from the Montgomery County Community College, Purchasing Department located at Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422. The Bid Documents are made available only for the purpose of obtaining Bids for the Products. Their availability does not grant a license for any other purposes.

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the College if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the College for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications must be in writing and received by the College no less than seven (7) days before Bid Deadline. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the College with a mailing and email address. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the procurement shall not be legally binding on the College unless issued in an Addendum.

C. The quantities of Products in the Specifications and/or Bid Form are merely estimates of the College’s needs, and are provided solely for bidding purposes so that the Bidder can provide a price; the College is not committing to purchase such estimated quantities of Products. The College reserves the right to purchase more, less or none of the Products as the College determines it requires in the College’s sole and absolute discretion. The Products will be requisitioned by the College on an as-needed basis. The Contractor shall provide the College with Products within the time limits specified in the Contract for the unit price bid for such Product.

2. DEFINITIONS

A. Addenda: Written and/or graphic instruments issued by the College prior to the Bid deadline which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

B. Bid Deadline: The date and time which the College will receive and open sealed Bids as identified in the Invitation to Bid.

C. Bid Documents: The bid documents include, without limitation, the Bid Documents Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of
MONTGOMERY COUNTY COMMUNITY COLLEGE
Headwalls and Bed Dockers

Contract, Bid Form, Contract Form, Bid Bond Form, Performance Bond Form, Specifications, any other documents listed in the Specifications and included in the Project Manual, and any Addenda.

D. Bid Security: A Bid Bond prepared on the form contained in the Bid Documents used to guarantee the Bid.

E. Bidder: Person or entity submitting a Bid.

F. Base Bid: Monetary sum identified by Bidder on the Bid Form which equals the aggregate sum of the applicable unit prices multiplied by the total estimated quantity of Products.

G. Contract: The entire integrated agreement between the College and Contractor in connection with the supply of Products shall constitute the “Contract Documents” and form the Contract. The Contract Documents shall include, without limitation, the completed Contract Form, completed Performance Bond, completed Bid Form, the Bid Documents, and any other documents required to be completed per the Bid Documents.

H. Contractor: Bidder to whom the Contract is awarded.

I. College: Montgomery County Community College, its agents, employees, elected officials and/or authorized representatives.

J. College Parties: The College Parties include, collectively and without limitation, employees, elected officials, agents and retained professionals (including, without limitation, a professional consultant, construction manager, architect and/or the engineer, if any).

K. College Property: Shall mean any real property owned or operated by the College, and all buildings and improvements thereon, and any personal property, systems and equipment located therein or thereon.

L. Products: The Headwalls and Bed Dockers including, without limitation, all goods, products, equipment, and materials (including, without limitation, all necessary labor and manufacturing necessary to supply such items to the College in the form or manner required for the College to take beneficial use of such items and as may be further detailed in the Specifications) identified to be supplied under the Contract as detailed in the Specifications.

M. Specifications: The drawings, plans and specifications included with the Bid Documents that provide the technical details of the Products.

3. APPLICABILITY OF INSTRUCTIONS

These Instructions to Bidders are a standardized listing of items generally applicable to Bids for product procurement contracts entered into by the College. If a Bidder is unsure as to the applicability of a particular item, the College should be contacted for clarification prior to the submission of a Bid.
4. PREPARATION AND SUBMISSION OF BIDS

   A. Bidder shall be solely responsible for the delivery of its Bid in the manner and time prescribed. All Bids must be received by the College at the place designated in the Invitation to Bid no later than the Bid Deadline. Bids received after the Bid Deadline shall be returned to Bidders unopened.

   B. By submitting its Bid, Bidder represents that it has read and understands the Bid Documents, including all Addenda, its Bid is based upon the Products, labor, materials, systems, and equipment required by the Specifications and it is willing to accept performance of the Contract for the amounts set forth in its Bid.

   C. Bids shall be prepared and submitted on forms included in the Bid Documents. All blank spaces shall be filled in, by computer, typewriter or blue ink. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, fuel, transportation, storage, placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract. Bidder warrants that its Base Bid includes a deduction(s) for all rebates and discounts (e.g., manufacturer and/or governmental) that may be available as a result of the College’s purchase of the Products, services and/or work set forth herein. On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts that it will seek endorsement from the College associated with the Products identified herein.

   D. Bids shall be irrevocable for ninety (90) days after the actual day of opening thereof. Extensions of the date for the award of contract may be made by the mutual written consent of College and the lowest responsible and responsive Bidder.

   E. The Bid Form shall be signed in accordance with the following:

      (i) If the Bidder is an individual, the Bid shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

      (ii) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; and the business name and address of the partnership shall be stated.

      (iii) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.
(iv) If the Bidder is a limited liability company, the Bid Form shall be executed in its name and on its behalf: (a) by all of the members if the company is member-managed, or by the managing member if the company is manager-managed, or (b) by a duly authorized agent of the company whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the members of the bidding company authorizing said agent to sign the Bid on behalf of the company, submitted with the Bid. The business address of the company and state of formation shall be stated.

(v) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

F. For all bids where the Base Bid exceeds One Hundred Thousand Dollars ($100,000.00), the Bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total amount of the Base Bid. Bid Security shall be in the form of a Bid Bond in the form set forth herein, naming the College as obligee. The Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof. The Bid Security of Bidders will be returned at the Bidder’s request, upon (1) the execution of the Contract by the College, or (2) the rejection of all bids by College, or (3) the expiration of the firm bid period. Nothing herein shall limit the College’s right to require Bid Security for bids of less than $100,000 should the College, in its sole discretion, determine that requiring such Bid Security is in its best interests.

G. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, furnish the Performance Bond (if required by the Bid Documents), and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within ten (10) calendar days after receipt of the Notice of Intent to Award (a “Defaulting Bidder”), the College may apply the Bid Security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the College and any higher amount for which the College may contract for the required Products, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the College by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the Bid Security, the Defaulting Bidder shall pay the College the full amount of the excess. If the College does not procure an executed contract with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the College would afford, as determined in the sole discretion of the
College, then in that event, the Defaulting Bidder and its Surety shall pay to the College the full amount of the Bid Security as liquidated damages and not as a penalty.

H. All Bids shall be submitted in a sealed opaque envelope, clearly identified with Bidder’s name and project name. The envelope shall also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error may be rejected by the College, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the College, and must be received prior to the date and time specified for Bid opening. Bids must be contained in a sealed, opaque envelope marked on the outside as follows:

**BID: Headwalls and Bed Dockers**
Bid # 03-120215SB-01

*NOTE: Bids sent via electronic mail (email) will not be accepted.*

I. Voluntary Submission of Supplier Information. If you are interested in submitting a bid, you are encouraged (but not required) to send the College’s Purchasing Department an email (purchasing@mc3.edu) or fax (215-619-7187) with the following information:

**BID: Headwalls and Bed Dockers**
Bid # 03-120215SB-01
Company Name
Contact Name
Address
City/State/Zip
Phone Number
Fax Number
Email Address
Any comments or questions

J. Delivery of Bids. Sealed Proposals shall be submitted by mail, hand-delivery or express courier to:

Montgomery County Community College
Procurement Department
Room 121 College Hall
340 DeKalb Pike
Blue Bell, PA 19422

5. **STANDARD OF QUALITY**

A. A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where Products are listed with the words “No Substitutions”, these items
are proprietary and the sole acceptable source for these Products, and no substitutions will be permitted.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the College at least seven (7) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the Product for which it is to be substituted and a complete description of the proposed substitute including, but not limited to, drawings, cuts, performance test data, manufacturer’s warranty and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitute is upon the Bidder. The College’s decision of approval or disapproval of a proposed substitution shall be final and binding.

C. If the College approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

6. MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the College in writing prior to the time specified for Bid opening in the Invitation to Bid. Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

7. OPENING OF BIDS

Bids will be publicly opened and read on the date, at the location, and commencing at the time stated in the Invitation to Bid. Bidders or their authorized agents may be present at Bid opening. The College shall have no obligation to notify any other person other than the lowest responsive and responsible Bidder of the College’s intent to award the Contract.

8. QUALIFICATIONS

Prior to the award of Contract, College may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that it has been regularly engaged in such business. The College may make such investigation as it deems necessary to determine the ability of the bidder to do the work intended. In awarding bids, the College shall have sole discretion in determining the lowest responsive and responsible bidder and shall have the right to take into consideration the following factors, among others, in addition to price:
(i) The character, integrity, reputation and judgment of the Bidder.
(ii) The previous and existing compliance of the Bidder with the requirements of similar installations.
(iii) The ability, capacity, experience and skill of the Bidder to perform the Contract.
9. **COLLUSIVE BIDS**

More than one Bid for one Contract from an individual, partnership, corporation, company, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids.

10. **BID INELIGIBILITY**

   A. Failure to provide Bid Security may result in rejection of Bid.

   B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited substitutions, or which contain alteration of Bid Document forms, may be rejected by the College in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications may be rejected by the College in its sole and absolute discretion.

   C. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the College in its sole and absolute discretion.

   D. Bids where the prices are obviously unbalanced may be rejected by the College in its sole and absolute discretion.

   E. Unless specifically required to be identified on the Bid Form, Bids containing “escalator” clauses may be rejected by the College at the College’s sole and absolute discretion.

   F. All Bids shall conform with these Instructions to Bidders. Bids containing minor irregularities or informalities may be rejected by the College in its sole and absolute discretion. The College reserves the right to waive any such informalities or irregularities when a waiver is in the College’s best interest.

   G. Bids received after the bid deadline as specified within the “Invitation to Bid” section of this request.

   H. Bids submitted via electronic mail (email) or other means other than as instructed within the “Preparation and Submission of Bids” section of this document.

11. **BID REJECTION OR AWARD**

   A. The College reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the College’s best interest as determined by the College in its sole and absolute discretion. The College reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time as determined by the College in its sole and absolute discretion. If a Contract is awarded, it will be to the lowest responsive and responsible Bidder, provided such Bidder’s Bid is reasonable and in the College’s interest to accept.
B. In the event of a dispute between a Bidder and the College regarding the College’s determination of which Bidder is the lowest responsive and responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the College to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the College be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the College decides not to award the Contract to such Bidder based upon the College’s determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive and responsible Bidder.

C. Bidder agrees that it has prepared its Bid at its sole cost and expense. If, for any reason, the College rejects the Bidder’s Bid, Bidder agrees that it shall not seek to recover expected profits or Bid preparation fees or costs, nor make a claim of unjust enrichment against the College.

D. Should the Bidder to whom a Contract is awarded fail to execute the Contract order in the form prescribed by the College within ten (10) days after award of the Contract, the College may cancel the award, and, in its sole discretion, either re-bid the Products or award a Contract to the next lowest responsive and responsible bidder.

E. Tie Bids. In the unlikely event of tie bids, award will be determined by the toss of a coin.

12. AWARD OF THE CONTRACT

A. It is the intent of the College to award the Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available to the College.

B. The College reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

C. The College will notify the lowest responsive and responsible Bidder if the College intends to award the Contract. Such Bidder shall complete and execute the Contract Form and Performance Bond (if applicable) in accordance with the amounts set forth in its Bid, and provide a certificate(s) of insurance. The executed Contract Form, Performance Bond (if applicable) and certificate(s) of insurance shall be submitted to the College by the Bidder within ten (10) calendar days of the date of the College’s notification of its intent to award the Contract as a condition precedent to the award.

13. PERFORMANCE BOND

A. Contractor shall furnish to College a performance bond in the amount of One Hundred Percent (100%) of the contract sum, conditioned upon the faithful performance of the Contract when the Base Bid exceeds One Hundred Thousand Dollars ($100,000.00). Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of College.

Instructions to Bidders
B. Any Performance Bond required by these Bid Documents shall be executed by a surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

C. The lowest responsive and responsible Bidder, as determined by the College, shall submit a Performance Bond (if applicable) within ten (10) calendar days of the date of the College’s notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required bond shall constitute a default by Bidder, and the College may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Bidder additional time in which to secure the required bond. Other forms of bonds or changes in amounts may be required in the Specifications.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR THE COLLEGE. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF TRUSTEES OF THE COLLEGE AT ITS REGULARLY SCHEDULED MEETING.
GENERAL CONDITIONS OF THE CONTRACT

1. APPLICABILITY OF THE GENERAL CONDITIONS OF THE CONTRACT

These General Conditions of the Contract shall apply and be binding upon the College and Contractor awarded the Contract for the Products upon execution of the Contract Form by each party. All capitalized terms not defined in these General Conditions of the Contract shall have the same meaning set forth in the Instructions to Bidders. These General Conditions of the Contract are a standardized listing of items generally applicable to Contracts for the procurement of Products.

2. FAMILIARITY WITH PRODUCTS

The Contract is entered into by the College with the understanding that Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents and that it has obtained all necessary information for supplying the Products required by the Contract. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall Contractor claim any misunderstanding in regard to the nature, conditions or character of the services or work to be performed or Products to be supplied under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

3. INSURANCE

A. The Contractor shall purchase, maintain and carry such liability insurance at its sole expense as set forth below to fully protect the College against all claims which may arise in connection with the procurement of the Products. No deliveries or work shall be started until the College has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania and having an A- or better, or financial rating of VI or better with the A.M. Best’s Company Key Rating Guide-Latest Edition and being satisfactory to the College. All Certificates of Insurance must indicate that the College has (through endorsement to the policy) been specifically named as additional insured parties for all policies except Workers’ Compensation. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days’ prior written notice has been provided to the College. In addition, all of Contractor’s insurance policies and the Certificate of Insurance shall state that all of Contractor’s insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and Contractor shall be deemed to be in default (i.e. a Defaulting Bidder). It is the obligation of the Contractor to obtain and furnish the College Certificates for any College approved subcontractors subject to the above terms and conditions. All General Liability policies shall provide a per job location aggregate.

B. General Liability Insurance. General liability coverages shall be provided by a commercial general liability policy on an occurrence and aggregate basis. The policy date or
The retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Coverage to include Products and/or Completed Operations and $1,000,000 products/completed operations aggregate.

(i) **Bodily Injury**: $1,000,000 each occurrence, $2,000,000 aggregate.

(ii) **Property Damage**: $1,000,000 each occurrence, $2,000,000 aggregate.

C. **Automobile Liability**. Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of $1,000,000, and cover all owned, non-owned and hired vehicles.

D. **Workers’ Compensation and Employers’ Liability**.

(i) **Employers’ Liability**: $500,000 each accident.

   $500,000 disease policy limits.

   $500,000 disease – each employee.

(ii) **Workers’ Compensation**: Statutory minimum.

E. **Umbrella Liability**. Coverage should be in the amount of $3,000,000 each occurrence and $3,000,000 aggregate.

4. **WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS**

A. The Contractor waives claims against the College and the College Parties for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

   (i) Consequential damages incurred by Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

   (ii) Incidental damages incurred by Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting Contractor’s property (e.g., Contractor’s Products, equipment, supplies and materials) from the College’s Property, and storing Contractor’s property (e.g., Contractor’s Products, equipment, supplies and materials) at an alternate location.

B. The above waiver is applicable, without limitation, to all consequential and/or incidental damages, due to the termination of the Contract by Contractor or the College.
C. The Contractor shall have no claim or right of recovery of damages against the College or the College Parties for economic loss sustained, in whole or in part, by any act or omission of the College Parties to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, Contractor shall have no claim against the College or the College Parties for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

5. FEES, PERMITS AND CERTIFICATIONS

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

6. TAXES

The College is exempt from state sales tax and federal excise taxes. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Deliveries against this Contract must be free of excise or transportation taxes, except when such a tax is part of a price and colleges are not exempt from such levies.

7. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall, immediately upon demand, indemnify, defend and hold harmless the College (with legal counsel selected by the College), and the College Parties from and against any and all claims, suits, demands, liabilities, damages, losses, taxes and expenses, including, without limitation, legal fees and legal costs, arising out of or resulting from Contractor’s performance or non-performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, taxes and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, tax or expense is caused in part by the College. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

8. TIME PERIOD FOR PERFORMANCE OF WORK

A. The time for delivery of Products upon issuance of an order from the College is designated in the Specifications. Time is of the essence in performing all services or work and/or supplying all Products required by the Contract. Provisions for liquidated damages in the event of any delay in completing the Contract may be set forth in the Specifications.
B. In the event Contractor shall neglect or refuse to complete the Contract as required, or any part thereof, or to replace any Product or re-perform any service or work which is rejected, then the College is authorized and empowered to purchase Products, materials, equipment and services from third parties, and in such manner as it shall elect at the expense of Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including, without limitation, legal fees, legal costs, and additional professional costs, which may be incurred by the College.

C. If Contractor is delayed at any time in the provision of Products by any act or neglect of the College, its agents, employees, retained professionals, any separate contractor employed by the College or by changes ordered in the Products, labor disputes (excluding labor disputes with Contractor’s own employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the reasonable control of Contractor, Contractor’s exclusive remedy shall be an extension of time allowed for provision of the Products under the Contract. This extension of time shall not act as an entitlement for damages due and owing Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the provision of Products, notwithstanding whether such delays be avoidable or unavoidable.

9. PAYMENT

A. Contractor shall be entitled to invoice the College for all Products delivered to the College at the designated unit price provided that all Products for which payment has been requested have been furnished and completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. The College shall pay the Contractor for all such Products within forty-five (45) days of receipt of an invoice. Late payments shall bear interest at the rate of three percent (3%) per annum.

B. Contractor shall retain the right to collect any proceeds from the rebates or discounts (e.g., manufacturer or governmental incentives) specifically enumerated in an attachment to Contractor’s Bid Form. The College shall retain the right to collect any proceeds from any rebates or discounts not specifically enumerated in an attachment to Contractor’s Bid Form. The College and Contractor will cooperate with the each other in applying for all rebates or discounts that may be available for the purchase of the Products.

10. ACCESS/CLEAN-UP/DAMAGE TO PREMISES.

A. Prior to entering College Property, Contractor shall notify the Supervisor of Buildings and Grounds at 215-641-6533 so that the College can notify Contractor of any security requirements and make appropriate arrangements to accommodate Contractor’s work.

B. All shipments are to be made to the College in accordance with the instructions forwarded to the successful Bidder by the College. All deliveries shall be made between the hours of 9:00 AM and 4:00 PM Monday through Friday, except on College holidays.
C. Where Products are to be delivered or work is to be performed by Contractor on College Property, Contractor shall keep the College’s Property free from accumulation of waste materials or rubbish caused by Contractor’s performance. Contractor shall remove from and about the College’s Property, all waste materials, rubbish, tools, equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the College may do so, and the costs thereof shall be paid by Contractor upon demand or deducted from subsequent invoices, at the College’s election.

D. Contractor shall promptly remedy damage and loss to any College Property caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by them.

11. WARRANTY

A. All Products shall be new merchandise (except as agreed by the College), not previously used or recycled merchandise, and all workmanship thereon shall be first class. Each Product, including any labor associated with such Product, shall be guaranteed by Contractor against defects in workmanship and materials for a period of one (1) year from the date such Product was delivered to and accepted by the College (the “Warranty Period”).

B. During the Warranty Period, Contractor shall promptly remedy, at Contractor’s expense, any defects in such Product, including, without limitation, and damage to College Property, which were caused, in the sole judgment of the College, by defective or inferior Products, workmanship or materials. If these defects are not remedied within five (5) days from notice received, the College shall have the right to replace any and all defective equipment and the Contractor agrees to pay all cost incurred thereby. Said costs may be deducted in whole or in part from the Contractor’s bill if said bill has not been paid in full.

C. If a Bidder’s proposed Warranty Period is less than or more than one year, the Bidder must specify the terms of the guarantee along with the bid price of the Products.

12. ASSIGNING OF CONTRACT

The Contractor shall not sell, transfer, assign, subcontract, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the College.

13. GOVERNING LAW

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

14. CLAIMS AND DISPUTES

A. Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for
compulsory arbitration as provided by Montgomery County Civil Rules of Procedure, if applicable.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the provision of Products.

C. In the event of a dispute between Contractor and the College, to the extent that the College incurs any legal fees, professional fees, or other costs or expenses, Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due Contractor. If the amount due Contractor is not sufficient to cover such costs and expenses, Contractor shall pay the difference to the College within seven (7) days of receipt of the College’s invoice for such legal fees, professional fees, or other cost or expenses.

15. WAIVER OF CLAIMS

The acceptance of final payment shall constitute a waiver of all claims by Contractor against the College other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

16. TERMINATION OF CONTRACT

Upon ten (10) days written notice to Contractor, the College may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the College of such termination, Contractor shall cease operations as directed by the College in the notice; take actions necessary, or as the College may direct, for the protection and preservation of the Products; and except for Products directed to be delivered or performed prior to the effective date of termination stated in the notice, terminate all existing contracts, subcontracts and purchase orders and enter into no further contracts, subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the College for all Products satisfactorily provided prior to the effective date of termination.

17. COMPLIANCE WITH LAWS

A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Contractor’s obligations under applicable laws. The failure to specifically reference or include said matters in the Contract does not excuse Contractor from compliance with same.

B. Hazardous Materials. Each Contractor supplying or using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products. The College reserves the right to require Contractor to use alternative
products if, in the College’s sole discretion, the product is too hazardous to be used in an educational facility. The Contractor shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. §7301 et seq., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

C. Human Relations. Contractor shall comply with the Pennsylvania Human Relations Act, 43 P.S. §951 et seq., which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Contractor’s attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

D. Non-Discrimination. In hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor or subcontractor shall by reason of race, creed or color, religious creed, ancestry, age, sex, national origin, handicap or disability, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, subcontractor, or any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract/purchase order on account of race, or color, religious creed, ancestry, age sex, national origin, handicap or disability. Should the College be subjected to any costs or damages as a result of the Contractor's actions which have caused a charge of discrimination, the College shall be indemnified fully for any such losses which would include, but not be limited to damages awarded against the College, its attorney's fees and any other such costs. The Contract may be cancelled or terminated by the College, and all moneys due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this paragraph.

E. Criminal History and Child Protective Services Information. Prior to any employee of Contractor, or an employee of Contractor’s subcontractors or material suppliers, if any, entering upon College Property to deliver any Products or perform any work, Contractor shall provide the College with a complete:

(i) Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor’s employees or its subcontractor’s employees delivering Products or working on the College Property prior to such persons entering the College Property. Such report of criminal history shall be dated no more than one (1) year prior to the date of execution of the Form of Contract. To obtain this document, contact the nearest Pennsylvania State Police barracks.

(ii) Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office.
F. Prohibited Employment. The College shall review the above criminal history reports, self-reports and clearance statements for each individual who will prospectively work on-site. Where such review indicates that the individual has

(i) ever been convicted of any crime listed in 24 P.S. §1-111(e), or

(ii) was convicted of any other misdemeanor of the first degree or any other felony where supervision ended within the periods set forth in 24 P.S. §1-111(f.1), or

(iii) the clearance statement indicates the individual is named in the Statewide child abuse database as either

(1) an alleged perpetrator in a pending investigation, or

(2) the perpetrator in a founded or indicated instance of child abuse,

the College will not clear the individual and the Contractor and its subcontractors shall refuse to employ any such individual as an independent contractor or employee to perform any service or activity on any site under control of the College.

18. INTERPRETATIONS

The captions and headings of various Paragraphs in the Contract are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract.

19. COMPLIANCE WITH COLLEGE RULES AND REGULATIONS

A. No Smoking or Tobacco use in Buildings. Contractor will prohibit employees from smoking or using tobacco products in College Buildings, while on campus.

B. Sexual Harassment. Contractor will prohibit employees while on campus from engaging in sexual harassment activity. Sexual harassment activity is defined as unwelcome
sexual advances, requests for sexual favors, and/or other verbal or physical conduct or written communication of an intimidating, hostile or offensive sexual nature.

C. Motor Vehicle Rules and Regulations. Contractor must conform to the following College Motor Vehicle Rules and Regulations:

- Use only those spaces designated for use by a service vehicle.
- In the event these designated spaces cannot be utilized, notify the Public Safety Department for proper clearance.
- Obtain and display a parking permit from the Public Safety Department.
- Restrict Vehicles to 15 MPH and observe all traffic regulations posted on campus.
Montgomery County Community College | Headwalls and Bed Dockers

**BID FORM**

<table>
<thead>
<tr>
<th>Montgomery County Community College</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Purchasing Department</td>
<td></td>
</tr>
<tr>
<td>Room 121 College Hall</td>
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</tr>
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<td>340 DeKalb Pike</td>
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<td>Blue Bell, PA 19422</td>
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<td>Attention: Purchasing</td>
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</table>

**Re:** Headwalls and Bed Dockers, **Bid #03-120215SB-01**

The following Bid is submitted in response to your Invitation to Bid.

The Bid Security (if applicable) in the amount required by the Instructions to Bidders and the General Conditions of the Contract is enclosed with the Bid. It is agreed by this Bidder that the Bid Security shall be forfeited to the Montgomery County Community College (“College”) if this Bidder does not, within ten (10) days after notification of Award of Contract, furnish to the College the Performance Bond (if required by the Bid Documents), insurance certificate, and executed Contract as required by the Bid Documents.

This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver Products in accordance with the Specifications and other Contract Documents in an expeditious and workmanlike manner to the complete satisfaction and acceptance of the College for the price hereinafter stated.

This Bidder submits this Bid with the understanding that the Products to be delivered and the work encompassed in the Bid Documents shall be commenced immediately upon receipt of an order for Products from the College and shall be delivered in the manner required by the Contract Documents.

This Bidder understands the following supplements to the Bid Form must be submitted concurrent with this Bid submission.

- Attachment to Bid Form regarding Rebates and Discounts

Bidder understands the following supplements to the Bid Form must be executed and submitted to the College within ten (10) calendar days after notification is received that it is the lowest responsive and responsible Bidder and that failure to do so within such time shall be a deficiency in the Bid and cause for the College to reject this Bid, award the Contract to another entity and retain Bidder’s Bid Security:

- Contract Form
- Certificate of Insurance

Bidder’s Initials ______  Bid Form  Page 1
This Bid is submitted with the definite understanding that Bids are valid for acceptance by the College and may not be withdrawn for a period of at least ninety (90) days after the actual date of the opening thereof.

It is understood that the College reserves the right to reject any or all Bids, or part(s) thereof or item(s) therein, and to waive technical deficiencies with the Bid if it is in the best interests of the College. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the College.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

**UNIT PRICES**

The Bidder hereby bids unit prices on the following items as identified below. If any extra Products are required in these categories beyond the Contract requirements, the unit prices shall be used as a basis for determining the amount of additional payment to Contractor for additional Products. If any deletions are to be made in these categories, the unit prices shall be used as the basis for determining the credit the College is entitled to receive. Each unit price represents the full compensation per unit of measurement for the Products, including, without limitation, all labor, material, equipment, insurance, taxes, overhead, profit, mark-ups and other general condition costs. The Bidder shall multiply the price per unit by the estimated quantity for each item to determine the total amount attributed to such item in the Base Bid, which shall equal the aggregated amounts for each item.

The College reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the unit prices submitted by the other bidders for the Products. The College reserves the right to ask for a revised unit price before or after the Contracts are signed.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit of measurement</th>
<th>Price per Unit</th>
<th>Estimated Quantity</th>
<th>Total Amount in Base Bid</th>
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<tbody>
<tr>
<td>Horizontal Headwalls</td>
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<tr>
<td>Bed Dockers</td>
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<td>Vertical Headwalls</td>
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<td></td>
<td>Total Base Bid</td>
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</tbody>
</table>
ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received). Bidder understands that it had the responsibility to confirm its receipt of all Addenda prior to the submission of its Bid. Addenda properly issued by College and not listed herein shall be cause for rejection of the Bid.

No. _______________ Date _______________

No. _______________ Date _______________

No. _______________ Date _______________

IDENTIFICATION OF BIDDER

Company ________________________________ Phone _______________

Business Address ________________________________

Please check the appropriate category:

_____ Sole Proprietorship  _____ Partnership  _____ Joint Venture

_____ Pennsylvania Corporation or Limited Liability Company

_____ Foreign Corporation or Company Registered in PA

Other: ________________________________ (please identify)

State of Organization: ________________________________

Federal Identification Number: ________________________________

All correspondence and notices to the Bidder related to this Bid and Contract, if awarded, shall be directed to:
Name: ________________________________
Title: ________________________________
Phone: ________________________________
Address: ________________________________
Email Address: ________________________________ +

Bidder’s Initials ______ Bid Form Page 3
Correspondence directed to the following email address shall be deemed received by the Bidder on the date the email was transmitted.

The undersigned hereby certifies that this Bid is genuine and not sham, collusive, fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other bidder.

**SIGNATURES**

(Individual)

______________________________ (Signature of Individual) (SEAL)

WITNESS: ______________ (Signature of Individual) (SEAL)

______________________________

(print name of Individual)

trading & doing business as

____________________________________

(Partnership)

WITNESS: __________________ (Name of Partnership)

______________________________ By: __________________ (SEAL)

Print Name: __________________

Partner

______________________________ By: __________________ (SEAL)

Print Name: __________________

Partner

______________________________ By: __________________ (SEAL)

Print Name: __________________

Partner

(Corporation)

____________________________________

Bidder’s Initials ______

Bid Form

Page 4
MONTGOMERY COUNTY COMMUNITY COLLEGE
Headwalls and Bed Dockers

ATTEST: (Name of Corporation)

_________________________ By: __________________________(SEAL)
Print Name: ________________________
Title: Secretary (Assistant Secretary) Print Name: ________________________

(CORPORATE SEAL)

or (if appropriate)

WITNESS: (Name of Corporation)

_________________________ *By: __________________________
*Authorized Representative
Print Name: ________________________

*Attach resolution evidencing authority to execute on behalf of the corporation.

* * * * * * * *

(Limited Liability Company)

WITNESS: (Name of Limited Liability Company)

_________________________ By: __________________________(SEAL)
Print Name: ________________________
(Managing) Member

_________________________ By: __________________________(SEAL)
Print Name: ________________________
Member

_________________________ By: __________________________(SEAL)
Print Name: ________________________
Member

or (if appropriate)

WITNESS: (Name of Limited Liability Company)

_________________________
*By: ____________________________
   (Authorized Representative)
   Print Name: ____________________

*Attach resolution evidencing authority to execute on behalf of the company.
CONTRACT FORM

This Contract is made and entered into this _____ day of ________________, 20___ ("Effective Date") by and between the Montgomery County Community College (hereinafter, the “College”) and ___________________________________________ (the “Contractor”).

Whereas, Contractor submitted a Bid in connection with the College’s procurement of Headwalls and Bed Dockers (the “Products”) as an indefinite quantity of goods and services contract as detailed in the Specifications incorporated in the Contract Documents;

Whereas, the College notified Contractor that it was the lowest responsive and responsible Bidder for the Products;

Whereas, Contractor executes this Contract Form to memorialize its acceptance of the terms and conditions of the Contract.

Now, therefore for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Capitalized terms not defined herein shall have the same means as set forth in the Instructions to Bidders or General Conditions of the Contract, as applicable.

2. Contractor agrees to furnish all Products requested by the College in writing in accordance with the Contract Documents.

3. Upon written request from the College, Contractor shall supply the Products to the College at the unit prices identified in Contractor’s Bid Form within applicable time limits.

4. The quantities of Products listed in the Specifications and/or Bid Form are merely estimates of the College’s needs. The College reserves the right to purchase more, less or none of the Products as the College determines it requires in the College’s sole and absolute discretion. The Products will be requisitioned by the College on an as-needed basis throughout the duration of the Contract.

5. This Contract shall expire two (2) years from the Effective Date unless otherwise terminated. The College reserves the right to extend the Contract upon written notice to Contractor, on the same terms and conditions, for an additional three (3) months for purposes of transitioning the supply of Products to another supplier.

6. The entire integrated agreement between the College and Contractor in connection with the Project includes this Contract Form, the completed Performance Bond, the completed Bid Form, any other completed forms required by the Specifications, and the Bid Documents, all of which are incorporated herein by reference.
IN WITNESS WHEREOF, the Contractor and College cause this Contract to be signed, sealed and delivered as of the day and year first above written.

Contractor: Montgomery County Community College:

Signature

Signature

Name and Title

Name and Title
MONTGOMERY COUNTY COMMUNITY COLLEGE
Headwalls and Bed Dockers

BID BOND – Not Required

KNOW ALL MEN BY THESE PRESENTS that we, ____________________________
(hereinafter called the “Principal”), and ____________________________
a company authorized to transact business in the Commonwealth of Pennsylvania, and having its
principal office at ____________________________
(hereinafter called the “Surety”), as held and firmly bound unto the MONTGOMERY
COUNTY COMMUNITY COLLEGE (hereinafter called the “Obligee”), as Obligee, in the
amount equal to TEN PERCENT (10%) OF THE BASE BID (the “Penal Sum”), as lawful money
of the United States of America, for payment of which we bind ourselves, and each of our
respective heirs, legal representatives, successors and assigns, jointly and severally, by these
presents, on this _____ day of _____________, 20____.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to provide the
[Products] pursuant to Specifications and other Contract Documents incorporated into said bid by
reference; and it is a condition of the Obligee’s receipt and consideration of said bid that such shall
be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of
acceptance of its Bid by Obligee and within the period specified therefore in the Bid Documents,
enter into a written contract with the Obligee, in accordance with the Bid as accepted, and give
bond(s) with good and sufficient surety or sureties, as may be required for the faithful performance
and proper fulfillment of such contract, in the form specified by the Obligee, and furnish required
certificates of insurance, in all respects as required by the Contract Documents, then this obligation
shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure
to enter into such contract, give such bond(s), and furnish such certificates of insurance within the
time specified, the Principal and Surety will pay to the Obligee the difference between the amount
of the Principal’s accepted bid and any higher amount for which the Obligee may contract for the
required Products, as well as any advertising, professional, architectural, legal and other costs
incurred by the Obligee by reason of the default; provided, however, that the obligations of the
Surety hereunder shall not exceed the amount of the Penal Sum together with interest. If the
Obligee does not procure an executed contract with any other party for the provision of the
Products within thirty (30) days after the acceptance of the Bid from the Principal, whether because
of the lack of other bids or the inability or refusal of any other Bidder to contract, or because the
cost under any higher bid would be greater than the Obligee would afford, as determined in the
sole discretion of the Obligee, then in that event, the Principal and Surety shall pay to the Obligee
the full amount of the Penal Sum together with interest as liquidated damages and not as penalty.
IN WITNESS WHEREOF, the Principal and the Surety cause this Bid Bond to be signed, sealed and delivered this ___ day of ____________________, 20____.

Individual Principal (Trading and/or Doing Business as: ________________________)
Witness: ____________________
By: ________________________
Name: ________________________

Partnership Principal
Name of Partnership: ________________________
Witness: ____________________
By: ________________________
Name: ________________________
Title: ________________________

Witness: ____________________
Name: ________________________
Title: ________________________

Corporate/Limited Liability Principal
Name of Corporation/Company: ________________________
Attest: ____________________
Name: ________________________
Title: ________________________ *

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

Corporate Surety
Name of Surety: ________________________
Witness or Attest: ____________________
By: ________________________
Name: ________________________

[SEAL]

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.
PERFORMANCE BOND – NOT REQUIRED

KNOW ALL MEN BY THESE PRESENTS that we, ___________________, as Principal (the “Principal”), and ________________________________, a corporation organized and existing under the laws of the ________of ____________________, having its principal office at ________________________________, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound, jointly and severally, unto the MONTGOMERY COUNTY COMMUNITY COLLEGE, as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of ________________________________ Dollars ($_______________________), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid (the “Bid”), to provide the [Products] for the Obligee pursuant to the specifications and other contract documents, constituting the Contract, which are incorporated into the Bid by reference and a part thereof (the “Contract Documents”); and

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, it is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into a contract with respect to provision of the Products (the “Contract”), the form of which Contract is set forth in the Contract Documents.
NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date the Product was delivered to the Obligee and acceptance of the Obligee of the Products delivered and work to be performed under the Contract in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior Products, materials or workmanship; and (c) if the Principal shall remedy, without cost to the Obligee, all damage to College Property (as defined in the Contract Documents) which may develop during the period of one (1) year from the date the Product was delivered to the Obligee and acceptance of the Obligee of the Products delivered and work to be performed under the Contract in accordance with the Contract Documents, which damage, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior Products, materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Obligee; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Products to be delivered or work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, and/or acts of forbearance.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond
surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Montgomery County, Commonwealth of Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this ____ day of ____________, 20____.

| Individual Principal (Trading and/or Doing Business as: ______________________) |
| Witness: | By: ______________________ |
| Name: ______________________ |

| Partnership Principal |
| Name of Partnership: ______________________ |
| By: ______________________ |
| Witness: | Name: ______________________ |
| Title: ______________________ |
| By: ______________________ |
| Witness: | Name: ______________________ |
| Title: ______________________ |
**Corporate/Limited Liability Principal**

Name of Corporation/Company: ____________________________

By: ____________________________

Attest: ____________________________

Name: ____________________________

Title: ____________________________ *

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

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**Corporate Surety**

Name of Surety: ____________________________

Witness or Attest: ____________________________

By: ____________________________

Name: ____________________________

Title: ____________________________ **

[SEAL]

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.
SPECIFICATIONS AND DRAWINGS

PART 1 GENERAL

SUMMARY OF WORK

A. Provide and install units, as specified and indicated in the bid drawings and specifications. Provide products in quantities as follows:

(21) Horizontal Headwalls
(5) Vertical Headwalls
(26) Bed Dockers/Locators

B. The installation location is the Montgomery County Community College, Health Sciences Addition and Renovations Project. Room location for the units are indicated on the HSC project drawings. A reference copy of the project drawings is included in this bid package. The project address is:

Montgomery County Community College
340 DeKalb Pike
Blue Bell, PA 19422

C. Provide all necessary labor and materials for a complete “turnkey” installation for all units and accessories including bolt up, final connections of electrical devices, gas piping and vacuum terminations, receiving, storage, erection, overhead bracing, clean-up, touch-up, carton disposal, etc. Provide all necessary installation materials including such items as tools, fasteners and caulking.

1.1 SECTION INCLUDES

A. Horizontal Headwalls
B. Vertical Headwalls
C. Bed Dockers/Locators

1.2 SUBMITTALS

A. Submit job specific shop drawings for each specified units including and clearly indicating medical gas terminations, electrical connection points, rough opening dimensions and other installation requirements.
B. Product Data: Describes unit construction, size, finish and features, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Operational and Maintenance Manual: Includes safety instructions, operating instructions, care and troubleshooting minor problems.

1.3 QUALITY ASSURANCE

   A. Installer Qualifications: Factory trained and approved for installation of equipment specified.

1.4 DELIVERY, STORAGE, AND HANDLING

   A. Store products in manufacturer's unopened packaging until ready for installation.

1.5 SEQUENCING AND SCHEDULING

   A. Pre-Installation Conference: Convene conference prior to start of work, with General, Plumbing and Electrical Contractors to review installation procedures and to coordinate this work with related and adjacent work.

      a. Coordinate with mechanical and electrical Contractors for location, size and type of service required.

   B. Coordinate and sequence installation per overall building construction schedule requirements.

   C. Installation shall be completed in two phases. Provide templates and rough-ins as part of phase one and final product installation as part of phase two.

   D. Final product installation is anticipated for October 2016. However, this shall be predicated on the actual HSC Building construction schedule.

1.6 WARRANTY

   A. Provide manufacturers standard warranty.
PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Basis of Design - Modular Services Company, which is located at: 500 E. Britton RD, Oklahoma City, OK 73114; Toll Free Tel: 800-687-0938. Other acceptable manufactures: Amico and Hill-Rom

B. Substitutions: Not permitted.

2.2 SINGLE TIER HORIZONTAL HEADWALL

A. Description - Silhouette® III Console UL-listed, horizontally-oriented, semi-recessed medical gas and electrical service assembly. This system uses one or more component tiers and horizontal equipment channels to conveniently. The unit shall be designed to be installed into a framed opening in the stud wall. Horizontal channels are to be integral part of the assembly and are to be flush with the front face of the unit. The channels have a powder coated finish to match Formica #923 “Surf”.

B. CONSTRUCTION - Horizontal equipment tiers shall be constructed of heavy-gauge aluminum with a powder coated finish. The component fascia shall be constructed of aluminum or steel with a high-pressure laminate finish. Device plates to be powder coated aluminum.

C. MEDICAL GAS CONNECTIONS – Piping: Medical gas outlets valve stems exit the Silhouette III housing as indicated on the project drawings. Gas/vacuum piping is to be connected above the finished ceiling prior to drywall installation. Pipe fittings and brazing procedure are to be in accordance with NFPA 99. All joints are made with a silver brazing alloy with a melting point of at least 1000°F. Tubing ends are securely capped and properly identified. To prevent galvanic corrosion, all copper tubing is protected from contact with dissimilar metals. Medical Gas Outlets: Outlets are manufacturer’s standard brand. Type and style are as called for on the project drawings.

D. ELECTRICAL CONNECTIONS - Wiring Line Voltage: All services are pre-piped and pre-wired internally, as described in the project drawings. Conduit connectors are to be provided on the housing, as indicated on the project drawings, along with sufficient wire to connect to a field-installed junction box. All electrical connections are to be made between the unit and a field-installed junction box prior to drywall installation. Low-Voltage Provisions: Provisions for low-voltage communication devices consist of backboxes or barriered compartments.
E. DEVICES - Hospital-grade power receptacles, ground jacks, switches, etc., are to be installed as indicated on the project drawings.

2.3 VERTICAL HEADWALL

A. Description - The Profile™ unit is a vertically oriented modular service assembly designed to install within interior wall partitions. The unit is pre-wired and pre-piped with service connections terminating within junction boxes at the top of the unit above the ceiling line. Junction boxes are accessible following drywall installation. Profile units are UL listed.

B. Chassis - Backbox mounting flanges to be constructed of .094” thickness 6063-T5 alloy, continuous extruded aluminum. Each mounting flange incorporates a single vertical accessory track facing the front of the unit as part of the finish trim assembly. Peripheral framing members to be rigidly secured at the top and bottom with screw-attached, 1/2” thick end plates. All exposed extruded aluminum sections have a powder coated finish to match Formica #923 “Surf”. The backbox housing of the unit is to be constructed of 16-gauge steel. Metal barriers are provided inside the housing to segregate services, as required. The housing is attached to 16-gauge metal studs (90” overall length) for installation directly into the building wall. Additional brackets are provided on top of the metal studs for attachment of junction boxes and for use as piping supports when the unit is pre-wired and pre-piped.

C. Medical Gas Outlet Compartments - Each medical gas cluster (or gas pod) is capable of housing three or four medical gas outlets at the same horizontal level, and incorporates a galvanized steel bracket that is formed at an angle to provide sufficient spacing for three or four medical gas outlets. This design permits the simultaneous use of flowmeters, regulators, humidifier bottles, etc. Medical gas outlets are pre-attached to this bracket and trimmed with a 1/8” thickness formed Kydex® plastic cover. The color of the plastic cover matches Formica #923 “Surf”.

D. Painted Electrical Device Mounting Panels - Mounting panels for electrical devices are constructed of 0.080” aluminum and have a powder coated finish that matches Formica #923 “Surf”. Each panel contains a series of openings for attachment of electrical backboxes, devices and coverplates. Each panel mounts directly to the chassis of the unit and device coverplates are attached directly to the face for ease of removal and servicing of devices.

E. Laminated Electrical Device Mounting Panels - Mounting panels for electrical devices are constructed of 16-gauge galvanized steel bonded to UL-listed decorative high-pressure laminate. Each panel contains a series of
openings for attachment of electrical backboxes, devices and coverplates. Each panel mounts directly to the chassis of the unit, and device coverplates are attached directly from the face for ease of removal and servicing of devices.

F. Vertical Equipment Mounting Tracks - Vertical equipment mounting tracks are constructed of 6063-T5 alloy, continuous section extruded aluminum, and are capable of accepting adapters throughout their entire length. Vertical tracks have a powder coated finish that matches Formica #923 “Surf”.

G. Medical Gas Outlets - Medical gas outlets are Modular Services standard brand outlets.

H. Wiring - Units are completely pre-wired with all service connections terminating in barriered compartments. Line voltage carrying conductors are type THHN stranded copper for normal and emergency power circuits. All wiring complies with NFPA 70 as minimum standards. All electrical components are UL listed, and the unit is UL listed as a prefabricated assembly.

I. Wiring Line Voltage - The Profile unit is completely pre-wired with service connections terminating above the accessible ceiling line, or as otherwise indicated on the project drawings. All wiring is to be in accordance with UL requirements.

J. Low-Voltage Provisions - Provisions for low-voltage communication devices consist of backboxes or barriered compartments.

K. Devices - Hospital-grade power receptacles, ground jacks, switches etc. are to be installed as indicated on the project drawings.

2.4 BED DOCKERS/LOCATORS

A. Modular Services model BD601, constructed of vacuum molded high impact plastic. Color to match headwalls. Bed Docker/Locator shall hold up to (4) electrical/communications devices on each side of the unit.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Coordinate with mechanical and electrical trades for location, size and type of service required.
C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions. Clean surfaces thoroughly prior to installation.

3.3 INSTALLATION

A. Install in accordance with manufacturer’s instructions. Provide a complete “turnkey” installation for all specified units including bolt up, final connections of electrical devices and gas piping, receiving, storage, erection, overhead bracing, clean-up, touch-up, carton disposal, etc. Provide all necessary installation materials including such items as tools, fasteners and caulking.

B. Plumbing and electrical work shall be performed by licensed professionals and adhere to Local, State and Federal Codes as applicable.

C. Breakdown all boxes, crates and packing materials, properly discard off site.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.
NOTES:

1. GAS OUTLETS TO BE MSC STANDARD BRAND WITH CONNECTION TO MATCH EXISTING HOSPITAL EQUIPMENT.
2. MEDICAL GAS TERMINATIONS CONSIST OF 1/2" D.I. PIGTAILS ONLY FOR CONNECTION BY OTHERS.
3. PANEL LAMINATE COLOR TO BE DETERMINED. ALL EXPOSED METAL SURFACES WILL HAVE A SURF POWDER COATED FINISH.
4. INTERIOR STUD FRAMING TO FIT A 3-5/8" METAL STUD WALL WITH ONE LAYER OF 5/8" GYPSUM BOARD FINISH.
5. KNOCK-OUTS WILL BE PROVIDED IN THE TOP OF THE BACK BOX IN THE CHASSIS AT EACH DEVICE LOCATION.
6. THIS APPLICATION IS NOT SUITABLE FOR EXISTING, INACCESSIBLE WALLS. PLEASE CONTACT YOUR SALES REPRESENTATIVE FOR AN ALTERNATE PROPOSAL.

21 REQ'D __AS SHOWN ___OPPOSITE

TOP VIEW

CEILING LINE
96'AFF

STRUCTURAL WALL

FLOOR LINE
<table>
<thead>
<tr>
<th>REQ</th>
<th>SYM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>O</td>
<td>OXYGEN OUTLET</td>
</tr>
<tr>
<td>1</td>
<td>A</td>
<td>AIR OUTLET</td>
</tr>
<tr>
<td>1</td>
<td>V</td>
<td>VACUUM OUTLET</td>
</tr>
<tr>
<td>2</td>
<td>E2</td>
<td>DUPLEX RECEPTACLE, B300 IVORY, 20A, 125V, HG, NORMAL POWER</td>
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<tr>
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<td>E4</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>1</td>
<td>BD</td>
<td>BED DOCKER</td>
</tr>
</tbody>
</table>

**NOTES:**

1. COLOR TO MATCH FORMICA #923 'SURF'.
2. GAS OUTLETS TO BE MSC STANDARD BRAND OUTLET WITH CONNECTION TO MATCH EXISTING HOSPITAL EQUIPMENT.
3. MAXIMUM CONDUIT SIZE FOR DOUBLE SIDED UNITS IS 3/4".
4. SERVICES REVERSED ON OPPOSITE HAND UNITS.
5. CEILING HEIGHT: 7'6" MIN TO 10'0" MAXOTHER HEIGHTS ARE SUBJECT TO AN ADDTL CHARGE. CONTACT YOUR SALES REPRESENTATIVE FOR DETAILS.

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**ACCESSIBLE CEILING LINE**

86'AFF
82'AFF
76'AFF
VTF
60'AFF
MC
60'AFF
VTF
48'AFF
42'AFF
36'AFF
30'AFF
21.85'
18'AFF
12'AFF
9'AFF
21.85'
7.625'AFF
12.5'
49.7'
7.625'AFF
21.85'

**FLOOR LINE**

*AFF(ABOVE FINISHED FLOOR)