Project Manual for Audio Visual Requirements for Commencement

Bid#10-010417SB-01

Date Issued: December 8, 2016

Audio Visual Requirements for Commencement

DUE DATE/TIME: January 4, 2017 3:00 PM

Deadline for Inquiries December 16, 2016 3:00 PM
Deadline for Sealed Bids January 4, 2017 3:00 PM
THE BID DOCUMENTS INCLUDED IN THIS PROJECT MANUAL ARE INTEGRATED AND FORM THE ENTIRE BASIS FOR WHICH BIDDERS SHALL SUBMIT BIDS FOR THE PROJECT. 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 the Audio Visual Requirements for Commencement. Bids shall be received by the Montgomery County Community College by 3:00 p.m. (Eastern Standard Time) on January 4, 2017, at its Purchasing Department office located at Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422.

Timely submitted Bids will be publicly opened and read aloud on January 4, 2017 at 3:00 PM in College Hall Room 146 of the Montgomery County Community College, 340 Dekalb Pike, Blue Bell, PA 19422.

Bids must be submitted on forms included in the bidding documents and must be accompanied by Non-Collusion Affidavit in accordance with the Instructions to Bidders.

Bids shall conform to all other requirements as more fully set forth in the bidding documents, including compliance with all applicable laws and regulations.

All proposals submitted are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of contract is delayed by the required approvals of another governmental agency, sale of bonds or award of grant or grants, in which case, proposals shall be irrevocable for one hundred twenty (120) days in accordance with Section 3911 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3911.

The Owner reserves the right to reject any or all proposals or any part thereof or items herein and to waive informalities and/or technicalities as it deems best to protect its interest.
INSTRUCTIONS TO BIDDERS

1. BID DOCUMENT AVAILABILITY

   A. The Bid Documents are made available only for the purpose of obtaining Bids for the Project. 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 Project shall not be legally binding on the College unless issued in an Addendum.

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 for the Project 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 Contract, Bid Bond Form, Contract Form, Performance Bond Form, Payment Bond Form, Non-Collusion Affidavit Form, Specifications, Bid Form and any Addenda.

   D. Bid Security: 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 for the full performance of the Project in accordance with the Contract.

   G. Contract: The entire integrated agreement between the College and Contractor in connection with the Project shall constitute the “Contract Documents” and form the Contract. The Contract Documents shall include, without limitation, the completed Contract Form,
completed Performance Bond, completed Payment Bond, completed Non-Collusion Affidavit, 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. **Detailed Cost Break-Down:** An itemized list of all labor materials required to complete the Project and shall include, without limitation, the number of units of labor and materials to be installed and/or delivered and the price applicable each itemized component of labor and materials (which shall include, 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) in a form acceptable to the College.

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

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

L. **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.

M. **Project:** **Audio Visual Requirements for Commencement**, which Project, includes, without limitation, the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

N. **Specifications:** The drawings, plans and specifications included with the Bid Documents that provide the technical details of the work and products required to complete the Project.

O. **Verification Form:** The verification form required to be submitted to the College by contractors and subcontractors pursuant to the Public Works Employment Verification Act 43 P.S. § § 167.1 et seq.)

3. **APPLICABILITY OF INSTRUCTIONS**

These Instructions to Bidders are a standardized listing of items generally applicable to Bids for contracted construction services 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**
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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 labor, materials, systems, and equipment required by the Specifications and is willing to accept performance of the Project 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 goods identified herein.

D. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. 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.
Instructions to Bidders

(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. The lowest responsive and responsible Bidder, as determined by the College, shall submit a completed Verification Form required by the Public Works Employment Verification Act (43 P.S. § 167.1 et seq.) acknowledging the Bidder’s responsibilities and compliance with the Public Works Employment Verification Act 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 Verification Form 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 Contractor additional time in which to provide the Verification Form. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

G. Each Bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total amount of the Base Bid plus any additive alternatives. 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 date 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.

H. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, or fail to furnish the required Performance Bond and Payment Bond, Verification Form
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required by the Pennsylvania Employment Verification Act, Detailed Cost Break-Down 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 work, 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.

I. 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: Audio Visual Requirements for Commencement
Bid # 10-010417SB-01

J. 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 Title: Audio Visual Requirements for Commencement
Bid # 10-010417SB-01
Company Name
Contact Name
Address
City/State/Zip
Phone Number
Fax Number
Email Address
Any comments or questions
K. **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

L. Bidders shall familiarize themselves with all of the bid specifications and addenda thereto and will be held responsible to fully comply therewith. Bidder, if requested, must submit a list of completed projects similar in size and scope to the project identified in this invitation to bid. Each Bidder shall visit the site and examine the conditions affecting the work before submitting a proposal. Bids shall include all costs and charges made necessary by special local conditions and ordinances. No extra payments will be allowed as a result of Bidder’s failure to adhere to the above statements. Each Bidder shall be held to have examined the premises, the site, the specifications, all and each of the contracted documents. Any failure by the Bidder to fully acquaint themselves with any of the available information shall not relieve them from the responsibility for performing work properly and in complete accordance with the specifications.

5. **STANDARD OF QUALITY**

A. The various products specified in the Specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words “or substitution meeting or exceeding the minimum standard of quality, as determined by the College as evidenced by Addenda.” A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words “No Substitutions”, these items are proprietary and the sole acceptable source for this Project, 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 material or equipment 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. A statement setting forth any changes in other materials, equipment or other work that result from the substitution shall be included. 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. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

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 he 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. A Non-Collusion Affidavit shall be executed and submitted with the Bidder’s Bid using the form set forth herein.

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.

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 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. 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, Performance Bond and Payment Bond in accordance with the amounts set forth in its Bid, and provide certificates of insurance, Verification Form, and Detailed Cost Break-Down. The executed Contract Form, executed Performance Bond, executed Payment Bond, executed Verification Form, Detailed Cost Break-Down and certificates 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.
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 Project 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 contracted construction services entered into by the College. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability.

2. FAMILIARITY WITH PROPOSED WORK

A. 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 completion of the services or Project on or before the date(s) specified. 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.

B. Where estimated quantities have been shown for contract items, such quantities are solely for the purpose of comparing Bids, and are not intended to constitute an explicit or implicit representation as to the quantities of work and materials needed to fully complete the contract. This data is not intended to relieve Bidders of their responsibilities to familiarize themselves with conditions that may affect cost, progress or performance of the work.

C. Unit prices included in the Bid Form shall be applied to determine an equitable adjustment of the contract sum in connection with extra work or changes ordered and approved by the College in writing under the Contract. Unit prices submitted by a Bidder in its Bid for the Project are subject to approval and acceptance by the College. The College reserves the right to reject any unit price which is unreasonable or unbalanced, as compared with prevailing costs or as compared with unit prices submitted by other Bidders for this Project, and the College reserves the right to ask for a revised unit price before or after contracts are signed. Unit prices submitted by Bidder shall include all profit, overhead, insurance, taxes, labor, materials, plan, equipment, and tools necessary and required to fully complete the work item, as specified and details for the work item under the project specifications.

3. COMPETENT WORKERS

No person shall be employed to do work under the Contract except competent and first class workmen and mechanics. No workman shall be regarded as competent and first class
within the meaning of the Educate America Act of 1994 or this provision except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours’ worked as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the College where the Contract is being performed.

4. **CASH ALLOWANCES.**

No cash allowances for any purposes are included in the Specifications for this Project.

5. **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 Project. No 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. 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. 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).

   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 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. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included. 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.

6. 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 equipment, supplies and materials) from the Project site, and storing Contractor’s property (e.g., Contractor’s 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.

7. FEES, PERMITS AND CERTIFICATIONS
The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

8. TAXES

Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the “Taxes”) on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania. Contractor’s Bid was made in accordance with such laws and includes Taxes in the Bid. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor’s responsibility to determine those items for which an exemption will apply, and Contractor shall obtain independent legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor’s legal and tax advisors that an item is, in fact, tax exempt, the College agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, the College shall be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to the College. It is further agreed that the College shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in the College’s sole discretion, as the College deems advisable, it being agreed that the College shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. The College or its representatives shall be afforded access to all Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. Further, the College or its representative shall have the authority, but not the obligation, to require Contractor to provide the College with certified payroll records for the labor furnished by Contractor in connection with the work.

9. 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.

10. ACCESS CLEAN-UP/DAMAGE TO PREMISES.

Prior to entering College Property, Contractor shall notify the Director of Facilities at 215-641-6533 so that the College can notify Contractor of any security requirements and make appropriate arrangements to accommodate Contractor’s work. Where 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. During the progress of the work and at final completion of the work, Contractor shall remove from and about the College’s Property, all waste materials, rubbish, Contractor’s tools, construction 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. 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

All materials, equipment and products shall be new merchandise (except as agreed by the College), not previously used or recycled merchandise, and all workmanship shall be first class. All services, work, materials, equipment and products shall be guaranteed by Contractor against defects in workmanship and materials for a period of two (2) years from the date of final completion of the Contract by Contractor and acceptance of the College of the work to be performed under the Contract in accordance with the Contract Documents (the “Warranty Period”). Contractor shall promptly remedy, at Contractor’s expense, any defects which were caused, in the sole judgment of the College, by defective or inferior workmanship or materials during the Warranty Period. 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 work 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.

12. ASSIGNING OF CONTRACT

The Contractor shall not sell, transfer, assign, 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. As between the College and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be
MONTGOMERY COUNTY COMMUNITY COLLEGE
Audio Visual Requirements for Commencement

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 schedule of completion of the Project.

C. To the extent Contractor pursues a claim or litigation against the College and the College prevails on any or all of its own claims or defenses to Contractor’s claims, Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the College, as well as the true cost of any of the College’s employees’ time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness shall be determined solely in the discretion of the College, and the College incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), Contractor shall be liable for such fees, expenses or costs. 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 work or products; and except for work directed to be 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 satisfactorily services or work and/or products completed prior to termination.

17. PENNSYLVANIA PROMPT PAY ACT

Contractor expressly waives any right to penalties, interest and attorney’s fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq., as amended from time to time.

18. 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. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

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 for this Project. 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
E. Discrimination Prohibited. According to 62 Pa.C.S. § 3701, Contractor agrees to comply with and require subcontractors to comply with the following:

(i) In the hiring of employees for the performance of work under the Contract, or any subcontract, no contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall, by reason of gender, race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(ii) No Contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

(iii) The Contract may be canceled or terminated by the College and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of 62 Pa.C.S. § 3701.

(iv) Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the College and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with the terms or conditions of the Contract. If Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or subcontractor shall furnish such information on reporting forms supplied by the College or the Bureau of Contract Administration and Business Development.

F. Public Works Employment Verification Act. Contractor shall cause each subcontractor (as defined in the Public Works Employment Verification Act) to submit to the College a separate and complete Verification Form, executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form required by the Public Works Employment Verification Act, 43 P.S. §§ 167.1 et seq., before performing any work on the Project.

G. 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.

(iii) Original background check in accordance with Section 111 of the Public School Code of 1949, 24 P.S. Section 1-111, et seq., on the form published by the Pennsylvania Department of Education.

(iv) Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Section 6344 of the Child Protective Services Act, 23 Pa.C.S. §6344(b)(2), as the same has been or may be amended from time to time.

(v) Self-reporting form provided by the Department of Education (form PDE-4006) completed and signed by, as applicable, the employee, individual subcontractor, or subcontractor’s employee.

H. 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.

19. 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.

22. **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.

23. **SUPPLEMENTARY CONDITIONS**

   A. The Contractor shall at all times protect and preserve all College property and assume full responsibility for any damages which may occur during or as result of services performed on the site.

   B. The Contractor shall at all times while on the premises, take appropriate safety measures in the interest of persons in attendance.

   C. All systems in all and/or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, at all governing levels. In case of conflict between governing levels, the more stringent law shall apply. As a minimum, all work shall comply with Uniform Construction Code, BOCA codes, NFPA, ADA, and OSHA requirements.

   D. The Contractor shall pay all fees and obtain and pay for all permits and inspections required with their work.

   E. Contractor shall schedule their work to avoid any interruption of any utility services to the operating areas of the building during normal working hours. Interruption of services shall be done off hours at no additional cost to the College.
F. COOPERATION WITH THE OWNERS AUTHORITIES - Work under the Contract in progress or anticipated which may cause unusual problems for the College's personnel or the public shall be subject to revision in method or timing upon request of the College's authorities. Contractor must cooperate with the College's authorities in the performance of work, and make sight changes in methods or time of performance of work when requested, without additional cost to the College.

G. COORDINATION AND SCHEDULING - Contractor will cooperate and coordinate with all other entities, and/or their representatives whose presence is deemed necessary by the College.

H. Remove refuse material and clean work area daily. All disposed material shall be handled and documented in accordance with Local, State, and Federal regulations.

24. CHANGES IN PRICE

Neither the Bid price, nor the Contract sum, as applicable, will be based in any matter upon oral opinions of real or alleged instructions regardless of whether the instructions are expressed by the College, the Contractor, or their agents/representatives. These provisions do not deny normal discussion, recommendations, explanations, suggestions, approval, rejections, and similar activity of either or both parties in pursuit of work on an oral basis, such as in conference and otherwise at the site, but in such instances, documentation shall govern over personal claims regarding statements made contrary to written data. Interpretations of specifications, to be effective for claim purposes or for justification as to proper procedure in performing the work, must be obtained in writing before submitting a quotation or such work is begun, as applicable.
BID FORM

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

DATE ________________________________
BIDDER ______________________________

Re: Audio Visual Requirements for Commencement

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

The Bid Security 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 applicable Performance Bond, Payment Bond, insurance certificate, Verification Form, executed Contract and Detailed Cost Break-Down for the Project as required by the Bid Documents.

This Bidder has carefully examined the Bid Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver materials and perform the work necessary to complete the Project 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 work encompassed in the Bid Documents shall be commenced immediately upon receipt of the Notice to Proceed.

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

- Bid Security – Not Required
- Attachment to Bid Form regarding Rebates and Discounts
- Fully completed spreadsheet detailing the equipment brand, description and quantities for which bids are sought. Insert on the spreadsheet for each item, the unit price in the column titled “Price”, and the extended price in the column titled “Extended”. THE FULLY COMPLETED SPREADSHEET MUST BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMS AS PART OF YOUR BID RESPONSE. FAILURE TO DO SO COULD RESULT IN YOUR BID BEING DEEMED NONRESPONSIVE.
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

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 sixty (60) days after the actual date of the opening thereof, or such longer period specified in the Construction Documents.

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.
BASE BID

Total sum for the 2017 Audio Visual Requirements for Commencement:

(words) dollars ($ )

(figures)

Total sum for the 2018 Audio Visual Requirements for Commencement:

(words) dollars ($ )

(figures)

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 ________________

Address ________________________________

Please check the appropriate category:

_____ Sole Proprietorship  _____ Partnership  _____ Joint Venture

Bidder’s Initials ______  Bid Form

Page 3
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: ___________________________________________ +

+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)

___________________________________ (SEAL)

WITNESS: (Signature of Individual)

________________________________________

(print name of Individual)

trading & doing business as __________________________________________________________

____________________________________

Bidder’s Initials ________ Bid Form Page 4
MONTGOMERY COUNTY COMMUNITY COLLEGE  
Audio Visual Requirements for Commencement

* * * * * * * *

(Partnership)

WITNESS: ____________________________  
(Name of Partnership)

By: ____________________________ (SEAL)

Print Name: ____________________________

Partner

By: ____________________________ (SEAL)

Print Name: ____________________________

Partner

By: ____________________________ (SEAL)

Print Name: ____________________________

Partner

* * * * * *

(Corporation)

ATTEST: ____________________________  
(Name of Corporation)

By: ____________________________ (SEAL)

Print Name: ____________________________

Title: Secretary (Assistant Secretary)

Title: President (Vice President)

(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: ____________________________

By: ______________________ (SEAL)
Print Name: ______________________

(Name of Limited Liability Company)

(Managing) Member

By: ______________________ (SEAL)
Print Name: ______________________

Member

By: ______________________ (SEAL)
Print Name: ______________________

Member

or (if appropriate)

WITNESS: ____________________________

By: ______________________ (SEAL)
Print Name: ______________________

(Name of Limited Liability Company)

*By:__________________________

(Authorized Representative)
Print Name: ______________________

*Attach resolution evidencing authority to execute on behalf of the company.
NON-COLLUSION AFFIDAVIT

Commonwealth of Pennsylvania : s.s.
County of _________________ : 

I state that I am __________________ of __________________________ the Bidder
(Title) (Name of My Company),
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its sureties, agents, representatives, owners, employees, or parties in interest.

(2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5) __________________, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)
employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows: ________________________________.
I state that __________________________ understands and acknowledges that the
(Name of My Company)
above representations are material and important, and will be relied on by Montgomery County
Community College in awarding the contract(s) for Project for which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and
shall be treated as fraudulent concealment of true facts relating to the submission of Bids for this
contract.

____________________________________
(Name and Position in Company)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF __________________, 20___

______________________________  Notary Public
My Commission Expires:
MONTGOMERY COUNTY COMMUNITY COLLEGE
Audio Visual Requirements for Commencement

CONTRACT FORM

This Contract is made and entered into this ____ day of ________, 2016 by and between the Montgomery County Community College (hereinafter, the “College”) and _________ (the “Contractor”).

Whereas, Contractor submitted a Bid for the full and complete performance of the Audio Visual Requirements for Commencement (the “Project”) 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 Project;

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 and/or work for the completion of the Project to the College in accordance with the Contract Documents.

3. The College has accepted the following Alternates which shall be performed by Contractor in accordance with the Contract Documents:
   a. Alternate No. __: ________________________________
   b. Alternate No. __: ________________________________

4. Subject to the requirements of the General Conditions of the Contract and adjustments for the unit prices set forth in the Bid, the Contract Sum to be paid by the College to Contractor for the completion of the work required for the Project shall be ___________ Dollars.

5. Contractor shall complete all work for the Project so that the College may take beneficial use thereof no later than ____________________.

6. This contract shall expire two (2) years from the Effective Date unless otherwise terminated, with the option for an additional one (1) year extension.

7. The entire integrated agreement between the College and Contractor in connection with the Project includes this Contract Form, the completed Performance Bond, the
completed Payment Bond, the completed Non-Collusion Affidavit, the completed Bid Form, any other completed forms required by the Bid Documents, 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

Name and Title

Signature

Name and Title
MONTGOMERY COUNTY COMMUNITY COLLEGE
Audio Visual Requirements for Commencement

BID BOND

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 Surety, are 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____.

Bid Bond
Page 1
MONTGOMERY COUNTY COMMUNITY COLLEGE
Audio Visual Requirements for Commencement

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

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** 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 Product 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: __________________________ |
MONTGOMERY COUNTY COMMUNITY COLLEGE
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