Request for Proposals

# 11-032615RFP-01

Date Issued: March 12, 2015

Bond Counsel Services

Montgomery County Community College
Central Campus, Blue Bell, PA

DUE DATE/TIME: Thursday, March 26, 2015, 2:00 PM EST

Deadline for Inquiries: Thursday, March 19, 2015, 5:00 PM EST
Deadline for Sealed Proposals: Thursday, March 26, 2015, 2:00 PM EST
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INVITATION TO SUBMIT PROPOSAL

The Board of Trustees for the Montgomery County Community College will receive proposals for Bond Counsel Services as described in these Proposal Documents.

Bid Documents, including the Specifications, may be obtained at 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.

Inquiries for information regarding this Request for Proposals should be submitted in writing and directed to:

Mr. Michael Yosifon
Montgomery County Community College
Fax: (215) 641-6516
Email: myosifon@mc3.edu.

Sealed Proposals shall be submitted by mail, hand-delivery or express courier to: Montgomery County Community College, Purchasing Department, Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422 by 2:00 PM EST on March 26, 2015. An original and four copies of your proposal shall be submitted.

Proposals must be submitted on forms included in the bidding documents and must be accompanied by Proposal Security and Non-Collusion Affidavit in accordance with the Instructions to Bidders. Proposals 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 All proposals submitted are valid for acceptance by the College and may not be withdrawn for one hundred twenty (120) days after proposal opening. The College reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

END OF DOCUMENT
INSTRUCTIONS TO PROPOSERS

1. PROPOSAL DOCUMENT AVAILABILITY

   A. The Proposal Documents have been prepared by the Purchasing Department of Montgomery County Community College located at 340 DeKalb Pike, Blue Bell, PA 19422. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

   B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete, and shall notify the Purchasing Department should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be in writing and received by the College no less than seven (7) days before the Proposal due date. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposers in preparing their Proposals.

2. DEFINITIONS

   A. Proposal Documents: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, Form of Agreement, Specifications and other sample proposal and contract forms, and all Addenda issued prior to Proposal opening.

   B. Proposer: Person or entity submitting a Proposal.

   C. Proposal Sum: Monetary sum identified by Proposer in Proposal form.


   E. Contractor: Successful Proposer, i.e., Proposer to whom contract is awarded.

   F. Services: All services (including, without limitation, all supplies and equipment necessary to perform such services) identified to be provided under the Contract as detailed in the Specifications.

   G. College: Montgomery County Community College, its agents, employees and/or authorized representative.

3. TERM OF SERVICES
It is the intent of the College to award a contract to a single Contractor for Services in the designated buildings. The contract is expected to commence in mid to late May 2015 and have a Term of six (6) months. If the College is not satisfied with the performance of the Contractor, then the Contract may be terminated at such earlier time as provided for in the Agreement.

4. **PREPARATION AND SUBMISSION OF PROPOSALS**

A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received by the College at the place designated in the Invitation to Proposal, prior to the time designated in the Invitation to Submit Proposals for Proposal opening. Proposals received after the time advertised for Proposal opening shall be returned to Proposer unopened.

B. Proposals shall be prepared and submitted on forms furnished by the College. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Proposals having any erasures or corrections must be initialed by the Proposer in ink.

C. Proposals will remain firm and non-withdrawable for one hundred twenty (120) days after the opening of Proposals, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the College’s Purchasing Department that the Proposal has been withdrawn.

D. The Proposal Form shall be signed in accordance with the following:

   (1) If the Proposer is an individual, the Proposal shall be executed by him, personally; his signature shall be witnessed; his business address shall be stated, and any trade name employed in the conduct of his business shall be stated.

   (2) If the Proposer is a partnership, the Proposal 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; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

   (3) If the Proposer is a corporation, the Proposal 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 Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.

   (4) If the Proposer is a limited liability company, the Proposal 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 Proposal, shall be established by a certified copy of a resolution by the members of the proposing company authorizing said agent to sign the Proposal on behalf of the company, submitted with the Proposal. The business address of the company and state of formation shall be stated.

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

E. [RESERVED]

F. All Proposals, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly identified with Proposer’s name and the name of the Services subject to the Proposal. The envelope should also contain a notation that it should not be opened until the time specified for Proposal opening. Proposal envelopes not bearing this notation and opened in error will not receive consideration. If a Proposer elects to submit a Proposal by mailing rather than hand delivery, the sealed Proposal 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 Proposal opening. Formal sealed proposals may be submitted by mail, hand-delivery or express courier to:

Montgomery County Community College  
Purchasing Department  
Room 121 College Hall  
340 DeKalb Pike  
Blue Bell, PA 19422  
Proposal: Bond Counsel Services

G. Addenda. Prior to the opening of Proposals, Proposer may be furnished bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract. Failure of the Proposer to acknowledge any/all Addenda on his Proposal may be sufficient cause for rejection of his Proposal. The College intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by an addendum to this RFP, or in the Proposal. It is the responsibility of each submitting Proposer to ascertain prior to submitting its response that all issued Addenda have been received. Addenda will be posted on the College’s purchasing web site at http://www.mc3.edu/purchasing.

H. References. It is the College’s position that only a Contractor who has demonstrated the ability to successfully deliver Services to an educational facility similar in size and configuration to the College can deliver service at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of “acceptable performance.”
Each Proposer shall submit as part of its Proposal:

- All current service contracts in PA, to a maximum of twenty-five (25). Educational facility contracts preferred.
- All service contracts in PA that have expired or been terminated in the past three (3) years.

All references to be complete with name, contact individual, location, phone number, and type of facility.

I. **Financial Statements.** Proposer shall submit a copy of its financial statements upon request by the College.

J. **Finality of Decision.** Any decision made by the College, including the Contractor selection, shall be final.

K. **Release of Claims.** Each Proposer by submitting its Proposal releases the College from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

L. **Contractor Bears Proposal Costs.** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP. All Proposals submitted will become the property of the College.

M. **Disclosure of Proposal Content.** The laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. No Proposals shall be disclosed until after an award has been made. The College reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the normal course of business. Trade secrets or proprietary information submitted by a Proposer in connection with this procurement transaction shall not be subject to public disclosure (except as required by law); however, the Proposer must invoke protection prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. Proposers shall submit, in a separate section of the Proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Proposers may not declare their entire Proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered public information.

N. **Exceptions to RFP.** Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be
met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor’s Proposal and those exceptions are expressly accepted by the College and expressly incorporated into the Agreement in writing.

O. **Oral Interview.** The College may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the College may have regarding the RFP and Contractor’s Proposal.

P. **Inquiries.** Inquiries for information regarding this Request for Proposals should be submitted in writing and directed to:

   Mr. Michael Yosifon  
   Montgomery County Community College  
   Fax: (215) 641-6516  
   Email: myosifon@mc3.edu

Q. **Number of Copies.**

   An original, so marked, and four (4) copies, so marked, for a total of five (5) of your Proposal are required. Submit proposals in a sealed envelope marked as follows:

   [Name of Submitting Firm]  
   Proposal for Bond Counsel Services  
   RFP #11-032615RFP-01  
   Attention: Purchasing Department  
   Time/Date Due: March 26, 2015, 2:00 PM EST

   Proposers are responsible for having their Proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. The College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, College will notify the Proposer of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Proposer or in any way restrain or restrict competition. All responsible Proposers are encouraged to submit proposals.

5. **MODIFICATION AND WITHDRAWAL**

   Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided Proposer makes his request to withdraw in writing and the request is received prior to the time specified for Proposal opening. Negligence by Proposer in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.
6. [RESERVED]

7. QUALIFICATIONS

Prior to the award of contract, College may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that his company has never been defaulted on any public contract. The College may make such reasonable investigations as deemed proper and necessary to determine the ability of a Proposer to perform the work. The Proposer shall furnish the College all such information and data pertinent to the evaluation of the Proposer’s response to this Request for Proposals upon written request from the College.

8. COLLUSIVE PROPOSALS

A. More than one Proposal 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 Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposers. Participants in such collusion will not be considered in future Proposals.

B. By submitting its Proposal, the Proposer certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the College.

C. By submitting its Proposal, the Proposer certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or related entity in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

9. RESERVATION OF RIGHTS

The College reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The College further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low bidder). The College reserves the right to request additional information from any or all Proposers. The College reserves the right to negotiate with one or more Proposers concerning their Proposals. The College reserves the right to award contracts to multiple Proposers if so stated in the method of award section.
10. **PROPOSAL REJECTION**

The College reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the College’s interest. The College reserves the right to reject a Proposer if he is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

11. **CONTRACT**

   A. 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.

   B. The College will notify the selected Proposer of the College’s intent to accept his Proposal and to make a formal award of contract to him by the Notice of Intent to Award. The College will include with the Notice of Intent to Award the Agreement to be signed by the successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Proposer shall furnish (1) a Performance Bond in the form provided in the Proposal Documents, in the amount of one hundred percent (100%) of the Proposal Sum; (2) Certificates of Insurance as required pursuant to Section 13 of the Instructions to Proposer and the Specifications; and (3) the signed Agreement. The Bond, Insurance Certificates and Agreement shall be submitted to the College’s Purchasing Department within the required time period.

   C. The Contract Documents form the Contract.

   D. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Performance Bond and Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Proposer and the College may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the College the difference between the amounts of his Proposal and any higher amount for which the College may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Proposal Security of such defaulting Proposer shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Proposal Security, the defaulting Proposer shall pay to the College the full amount of the excess. The College may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer.

12. **[RESERVED]**

13. **INSURANCE**

Contractor shall carry such liability insurance as set forth below to fully protect the College from claims which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. No Services 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 on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the College has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to the College. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the College prior to commencement of Services under the Contract. The certificates of such insurances shall carry an endorsement that the Insurance Company will defend the College as a party in the event the College becomes a party to litigation as a result of the activities or negligence of the Contractor, sub-contractor, or any direct or indirect employee of same under the terms of the Contract for injuries to property or person. Insurance shall be provided by a carrier that has an A.M. Best Rating of not less than “A-,” VII. The limits of liability shall be no less than:

<table>
<thead>
<tr>
<th>Policy</th>
<th>Minimum Limits</th>
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</thead>
<tbody>
<tr>
<td>(a) Workers Compensation Employer’s Liability Insurance</td>
<td>Statutory</td>
</tr>
<tr>
<td></td>
<td>$500,000.00 each accident</td>
</tr>
<tr>
<td></td>
<td>$500,000.00 disease each employee</td>
</tr>
<tr>
<td></td>
<td>$500,000.00 disease policy limit</td>
</tr>
<tr>
<td>(b) Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and property damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
</tbody>
</table>

General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date shall predate the Contract. The termination date of the policy shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover owned automobiles; leased, hired, or rented automobiles; employers’ non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment.

14. **FAMILIARITY WITH PROPOSED WORK**

The Contract is entered into by the College with the understanding that the Contractor, prior to submission of his Proposal, acquainted itself with the requirements of all Instructions to Proposer, Specifications, and other Proposal Documents, and that it has obtained all necessary
information for completion of the Services during the term of 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 the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Services to be provided 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.

15. **MSDS SHEETS; PA WORKER AND COMMUNITY RIGHT TO KNOW ACT**

Each Proposer 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. All successful Proposer 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.

16. **HUMAN RELATIONS ACT**

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 et seq., prohibit 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 does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Contractor’s attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

17. **ACT 34 CRIMINAL BACKGROUND CHECKS**

Pursuant to Section 1-111 of the Pennsylvania Public School Code of 1949, 24 P.S. §1-111, as the same has been and may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the College site, pursuant to work contemplated in the Contract, (a) a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person, (b) a report of federal criminal history record information from the Federal Bureau of Investigation, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education’s standardized form, reporting any arrest or conviction for an enumerated offense. Contractor shall produce the original documentation for each prospective employee or independent contractor of such Contractor prior to employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the College with the above-referenced criminal history record information for said prospective employee or independent contractor and receiving back from College acknowledgement that the individual is permitted to work on site. As required pursuant to § 1-111, Contractor shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for any enumerated offense with 72 hours after an
arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor’s sole cost and expense.

18. **CHILD PROTECTIVE SERVICES BACKGROUND CHECKS**

Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the College site, pursuant to any work contemplated in the Contract, an 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. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the College with the above-referenced clearance statement for prospective employees or independent contractors, and receiving an acknowledgement from the College that the individual is not named in the Statewide child abuse database as either an alleged perpetrator in a pending investigation, or the perpetrator in a founded or indicated report. Contractor shall comply with all amendments to this Act at Contractor’s sole cost and expense. Contractor shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.

19. **WAIVER OF CONSEQUENTIAL DAMAGES**

Contractor waives claims against the College for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Services.

20. **FEES, PERMITS AND CERTIFICATIONS**

Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state and local laws, regulations and ordinances, which are legally required prior to and during the work, unless otherwise specified by the College. All costs and fees for same shall be the sole responsibility of the Contractor.

21. **TAXES**

A. Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.

B. The College is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the College and the Contractor, as the
taxes shall be an obligation of the Contractor and not of College, and College shall be held
harmless for same by the Contractor. Exemption certification will be supplied upon request.

22. **ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS**

   A. Contractor shall comply with all applicable federal, state, local and industry
   statutes, regulations, ordinances, codes and standards. The failure to specifically reference
   or include said matters in the Contract Documents does not excuse Contractor from compliance with
   same.

   B. The Contractor shall comply with any and all laws, rules, regulations, ordinances,
   and College policies, applicable to providing the Services contemplated under the Contract. The
   Contractor, including its employees and agents, shall be responsible for knowing the College’s
   policies concerning appropriate behavior of persons in its schools, and on its properties including
   for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with
   all such policies. In the event any federal, state, local or other governmental body’s laws, rules,
   ordinances or regulations are revised, changed or amended, or in the event there are revisions,
   changes or amendments to the College’s policies, the Contractor shall comply with all such
   revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost
   to the College.

   C. All Services to be furnished by the Contractor and the Contractor’s working
   conditions and employment practices shall comply with all applicable state and federal
   requirements, including, but not limited to, the Occupational Safety and Health Act.

23. **CONTRACT TERM**

   Unless specified otherwise, the initial term of the contract shall be six (6) months. Upon
   mutual written consent, the contract may be renewed for one (1) additional six month term.

24. **PAYMENT**

   Invoices received and approved by the College, by the first of the month, will be paid
   within thirty (30) days. Contractor will be paid in accordance with the foregoing schedule,
   provided all Services for which payment is requested have been completed in accordance with the
   Contract and Contractor is in full compliance with all requirements of the Contract. Contractor
   shall submit with its invoices payroll certifications evidencing the number of hours worked per
   employee (e.g. the employee’s position, number of hours worked per week, building(s) worked
   in, etc.) and such other information reasonably requested by the College to establish the minimum
   number of hours are being provided, which payroll certifications shall be in such form as is
   reasonably satisfactory to the College. If Contractor fails to provide the minimum number of
   hours required, the College may deduct from Contractor’s monthly payment the total cost of labor
   and benefits (at the hourly rates set forth on Contractor’s Proposal) for those hours not worked.

25. **FAILURE TO FINISH OR COMPLETE CONTRACT**
In the event Contractor shall neglect or refuse to complete the Services as required, or any part thereof, or to replace any work which is rejected, then the College is authorized and empowered to purchase materials, equipment and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney’s fees, legal costs, and additional professional fees, which may be incurred by the College. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the College at law or in equity.

26. **CLEAN-UP/DAMAGE TO PREMISES**

Where work is to be performed by Contractor on College premises, Contractor shall keep the College’s premises free from accumulation of waste materials or rubbish caused by the Contractor’s performance. At completion of the work, Contractor shall remove from and about the premises (or properly store, if applicable), all waste materials, rubbish, Contractor’s tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the College may do so, and the costs thereof shall be charged to the Contractor. Contractor shall promptly remedy damage and loss to any campus building or equipment caused in whole or in part by the Contractor, or anyone directly or indirectly employed by him.

27. **WARRANTY**

All Services shall be guaranteed by Contractor against defects in workmanship and materials. During the term, Contractor shall agree to promptly remedy, at Contractor’s expense, any defects which were caused, in the judgment of the College, by defective or inferior workmanship or materials. Contractor shall re-perform all rejected Services. Contractor warrants that all Services will be provided as described in the Contract with the College. The foregoing warranties shall be in addition to, and not in limitation of any other warranties available to the College under the Contract Documents or at law or in equity.

28. **DELAY AND EXTENSIONS OF TIME.**

If Contractor is delayed at any time in the progress of the work by any act or neglect of the College, its agents or employees, any separate Contractor employed by College or by changes ordered in the services, labor disputes (excluding labor disputes involving Contractor’s employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the reasonable control of the Contractor, Contractor’s exclusive remedy shall be an extension of time allowed for completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing the 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 progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

29. **GOVERNING LAW.**
The Contract shall be governed by the law of the Commonwealth of Pennsylvania. As between the College and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The College reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

30. **CLAIMS AND DISPUTES.**

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 the applicable rules of civil procedure. 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.

31. **WAIVER OF CLAIMS.**

The acceptance of final payment by Contractor 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.

32. **RIGHT TO CONTRACT WITH OTHERS**

The College reserves the right to contract with other service providers for additional services.

33. **ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, convey, encumber, subcontract, or otherwise transfer its rights or duties under the Contract, in whole or in part, without the prior written consent of the College. A description of any work the Contractor proposes to subcontract shall be submitted to the College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the College for all work performed by any subcontractor or special consultant.

34. **NON-APPROPRIATION OF FUNDS**

Any resultant contract shall terminate immediately upon exhaustion of properly appropriated funds should the Board of Trustees fail to appropriate sufficient funds for its continuation. If the College determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in the Contract, the College’s obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.
35. **PROPERTY DAMAGE**

The Contractor shall be responsible for any damage to College property, buildings, furniture, equipment, driveways, paving lawns, shrubbery, etc. which is created or caused by its activities, employees, agents or subcontractors.

36. **SUBMISSION OF DOCUMENTS**

Services shall not be started before all bonds, insurance documents, background checks and child abuse clearance records have been received by the College.

37. **ENVIRONMENTAL INDEMNIFICATION**

Throughout the term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any College property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and the College. A violation of applicable laws, rule or regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College, its directors, officers, agents and employees, from and against all claims, damages, losses and expenses, including without limitation attorney’s fees and legal costs, arising out of or resulting from Contractor’s failure to strictly comply with this Section 37 and all federal, state and local laws, rules and regulations governing the protection of the environment. As used herein, the term “Hazardous Substances” shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) (“RCRA”), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. (“EPCRA”), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

38. **OWNERSHIP OF DOCUMENTS**
A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of College, become College property and shall be delivered to and remain the property of College upon completion of the work or termination of the Contract. The College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

B. Any documents provided to the Contractor by the College shall be returned to the College upon request.

39. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION

A. In submitting its Proposal, the Contractor certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request for Proposals.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of the goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the College from any cost, expense, damage or loss incurred in any manner by the College on account of such alleged infringement.

40. ADDITIONAL SERVICES

The College may add to the scope of Services or make changes in the scope of Services any services of a similar nature to those specified in the Specifications of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

41. NONDISCRIMINATION

If the resultant contract exceeds $10,000, during the performance of the contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will include the provisions of the foregoing subparagraphs A, B and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or supplier.

42. **PRECEDENCE OF DOCUMENTS**

Unless otherwise noted, the precedence of documents shall be as follows: the Contract, the Request for Proposals and the Contractor’s response to the Request for Proposals.

43. **ANTI-TERRORIST COLLUSION CLAUSE**

The College must require that investment advisers, investment service providers and/or investment entities guard against making investments with banks and companies that may have hidden terrorist links.

END OF DOCUMENT
PROPOSAL FORM

BOND COUNSEL SERVICES

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

Date: __________________________

Ladies and Gentlemen:

PROPOSAL SUBMITTED BY:

________________________________________
(Name of Proposing Firm)

________________________________________
(Address)

Deliver unopened Proposals to place and person indicated in the Invitation to Submit Proposal. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Submit Proposal. Proposals will be opened and read at time and place indicated in the Invitation to Submit Proposal.

Ladies and Gentlemen:

Having carefully examined the Proposal Documents, including all specifications, the facilities, and all conditions affecting the work and services, the undersigned hereby proposes to perform and complete all work and services in strict accordance with the Proposal Documents and all Addenda (if any) as indicated below:

ADDENDUM NO. ___ DATED _______ ADDENDUM NO. ___ DATED _______

inclusive, for following total annual fixed fee:

<table>
<thead>
<tr>
<th>Item</th>
<th>Fixed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Fixed Fee</td>
<td></td>
</tr>
</tbody>
</table>
We agree that if the College desires additional services beyond those specified in the Contract, that we will use commercially reasonable efforts to provide such additional services at a cost not to exceed the hourly rates set forth below. Any additional services shall be by mutual agreement of the College and Contractor and memorialized in writing prior to performance of said services.

<table>
<thead>
<tr>
<th>Per Hour Rate</th>
<th>FY 20___/20___</th>
</tr>
</thead>
</table>

All dollar amounts are stated in United States Dollars.

Our Proposal will remain firm for the period of time indicated in the Instructions to Proposers.

The work shall be completed during the term of the Contract.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the Proposer is an individual:

WITNESS:

______________________________ (SEAL)

Signature of Individual

Trading and doing business as:

______________________________

When the Proposer is a partnership:

WITNESS:

______________________________ Name of Partnership

______________________________ By: ___________________________(SEAL)

______________________________ By: ___________________________(SEAL)

______________________________ By: ___________________________(SEAL)

______________________________ By: ___________________________(SEAL)
When the Proposer is a corporation:

<table>
<thead>
<tr>
<th>Name of Corporation</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

Attest: ____________________________
Secretary/Assistant Secretary

By: ____________________________
President/Vice President

(CORPORATE SEAL)

______________________________ is a corporation organized and existing under the laws of ________________ and has (has not) been granted a certificate of authority to do business in the State of Pennsylvania.

When the Proposer is a 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

______________________________ is a company organized and existing under the laws of ________________ and has (has not) been granted a certificate of authority to do business in the State of Pennsylvania.

END OF DOCUMENT
[RESERVED]

END OF DOCUMENT
[RESERVED]

END OF DOCUMENT
[RESERVED]

END OF DOCUMENT
FORM OF AGREEMENT BETWEEN COLLEGE AND CONTRACTOR

MONTGOMERY COUNTY COMMUNITY COLLEGE

This contract (“Contract”) is entered into by and between the Montgomery County Community College, a public College in the Commonwealth of Pennsylvania (hereinafter “College”) and ______________________________________ (hereinafter “Contractor”).

WITNESSETH

WHEREAS, the College desires to enter into an agreement for **Bond Counsel Services** (the “Services”).

WHEREAS, the College and Contractor agree that it shall be the primary obligation of the Contractor to operate its affairs so that the College will be assured of Contractor’s continuous and reliable service.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term:** The Contractor agrees to provide the College with the Services commencing ____________, 20___ and ending ________________, 20_____, subject to the termination provisions set forth in the Contract. Upon mutual written consent, the Contract may be renewed for one (1) additional six-month terms. The continuation of this Contract is contingent upon satisfactory performance by the Contractor. If the performance of the Services are not acceptable, this Contract may be terminated by the College at no additional cost to the College. The College shall be the sole determiner of the quality of service and whether it is satisfactory.

2. **Description of Services:** Contractor agrees to and shall furnish the Services in accordance with this Contract, the Proposal submitted by Contractor (but excluding any exceptions to College’s RFP, unless expressly set forth in this Section 2 as being accepted by College) and other Contract Documents. [INSERT ANY EXCEPTIONS TO COLLEGE’S RFP AGREED TO BY COLLEGE]

3. **Payment of Services:** During the term of this Contract, Contractor shall invoice the College by the first working day of each month, an amount reflecting Services performed during the previous month by Contractor (not to exceed 1/12 of the total annual fixed fee). Payment, net of any College expenses, shall be made by the College within thirty (30) days as set forth in the Instructions to Proposer. Payment shall only be rendered upon the successful submission of an invoice to the College by the Contractor no later than the first day of the month. All invoices must be submitted in accordance with the College’s instructions and must contain any or all information requested by the College. Invoices not submitted by the Contractor on or before the date as specified shall be carried by the Contractor until the next billing date at no additional cost.
to College. Contractor shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g. the employee’s position, number of hours worked per week, building(s) worked in, etc.) and such other information reasonably requested by the College to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the College. If Contractor fails to provide the minimum number of hours required, the College may deduct from Contractor’s monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor’s Proposal) for those hours not worked. The Contractor’s records and documentation supporting such invoices shall be made available to College upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment.

4. **Insurance:** Prior to the commencement of the Services to be performed and throughout the entire term of this Contract, Contractor shall maintain insurance of the type and in the amounts set forth in the Instructions to Proposer.

5. **Assignment and Subcontracting:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the prior written consent of the College which consent may be withheld at the College’s sole discretion. No subcontract shall be made with any other party for furnishing any of the Services to be provided in accordance with this Contract without the prior written consent of the College, which consent may be withheld at the College’s sole discretion.

6. **Independent Contractor:** Contractor understands that in performing this Contract, Contractor is acting in the capacity of an independent contractor, and the Contractor shall not be an agent, servant, partner nor employee of the College. Contractor shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Contractor in the performance of this Contract, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the College to its employees, including, but not limited to, workers’ compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the College to Contractor and/or any of Contractor’s agents, servants, or employees. Contractor has no authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of the College, or to bind the College in any way whatsoever.

    Contractor hereby agrees that the Services to be performed under this Contract will be performed entirely at Contractor’s risk, and Contractor assumes all responsibility for the subject matter of this Contract. Contractor shall be solely responsible for its acts during the performance of the Services set forth in this Contract.

    Contractor hereby agrees that in the performance of the Services required under this Contract, Contractor has full and sole responsibility for compliance with all federal, state and local laws, regulations and ordinances.
7. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College, its directors, officers, agents and employees, from and against all claims, damages, losses and expenses, including without limitation attorney’s fees and legal costs, arising out of or resulting from the Contractor’s performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the College. Contractor further agrees to indemnify, save and hold the College, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, or employees of Contractor for any alleged negligence or condition caused or created, in whole or in part, by the College. The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the College, its agents or employees as set forth in the Pennsylvania’s Political Subdivision Torts Claims Act. Contractor’s indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

8. **Release:** Contractor hereby releases the College, its directors, officers, agents, workers, servants and employees from any and all matter of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include, but not be limited to, personal injury and damage to personal property, resulting to the Contractor, its agents, servants, or employees in the performance of the Services described herein.

9. **Termination Provisions; Partial Cancelation:**

   A. At any time during the term of this Contract, the College shall have the unilateral right to terminate Contractor for “cause” (as defined below) effective immediately upon notice to Contractor. For purposes of this Contract, “cause” shall mean:

   i. Contractor breaches, neglects or fails to diligently perform, to the satisfaction of the College, any or all of Contractor’s responsibilities under this Contract;

   ii. Contractor commits an act of dishonesty or breach of trust, or acts in a manner adverse or injurious to the interest of the College;

   iii. Contractor’s act or omission results in or is intended to result directly in gain to or personal enrichment of Contractor at the College’s expense;

   iv. Contractor violates or breaches any of the provisions of this Contract;
v. Contractor or any of Contractor’s employees, agents, or servants are indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral turpitude; or

vi. Contractor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Contractor a petition for relief or other proceeding under Federal bankruptcy laws, state insolvency law, or is assessed, or administered in any type of creditor’s proceeding.

B. Notwithstanding anything contained in subsection A to the contrary, upon ten (10) days written notice to Contractor, the College may, 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 that the College may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from College for all work satisfactorily performed prior to termination.

10. Entire Agreement, Caption, Counterparts and Modifications: This Contract, together with the documents incorporated by reference in Section 18 of this Contract, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all previous written or oral negotiations, commitments, agreements and writings. The captions in this Contract are for the convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties. This Contract may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument. This Contract may only be modified in writing and signed by all of the parties. Capitalized terms used in this Contract but not otherwise defined herein shall have the meaning ascribed to such terms in the Instructions to Proposers or Specifications.

11. Governing Law, Jurisdiction and Venue: This Contract shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Jurisdiction and venue for any disputes arising in connection with this Contract shall lie solely with the Court of Common Pleas of the Commonwealth of Pennsylvania, in and for the County of Montgomery. All parties hereto hereby submit themselves to the exclusive jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.

12. Notices: Any notice required to be given hereunder shall be given in writing, and shall be served in person, or deposited in the form of a written notice in the United States mail and sent by registered or certified mail with postage charges prepaid, or sent by national overnight delivery service, including, but not limited to, Federal Express or through an electronic delivery system, such as telex or fax, properly addressed and directed to the party to receive the
same, at the following addresses or such other address as may hereafter be substituted therefore by notice in writing thereof:

If, to the College:

Montgomery County Community College  
Vice President for Finance & Administration  
340 DeKalb Pike  
Blue Bell, PA 19422

With a copy to:

Marc B. Davis, Esquire  
Fox Rothschild LLP  
Ten Sentry Parkway, Suite 200  
Blue Bell, PA 19422

If to the Contractor:

_______________________  
_______________________

Notice shall be deemed given on the earlier of the date of receipt or the second business day after having been mailed in accordance with this Section. The Contractor agrees to notify College immediately of any change of legal status or of address.

13. **Invalidity:** The invalidity of any one or more of the words, phrases, sentences, Sections or subsections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part thereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the words, phrases, sentences, sections or subsections are found to invalid or unenforceable, this Contract shall be read as is if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period to time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

14. **Binding Effect:** This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. **Waiver:** The waiver by a party of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or waiver of any obligation or condition herein contained. No covenant, term, obligation or condition of this Contract shall be deemed to have been waived by the College, unless such waiver be in a written notice to Contractor executed by the College.
16. **Construction:** For purposes of this Contract, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

17. **Remedies:** The rights and remedies of the College contained herein shall not be exclusive and are in addition to any rights and remedies provided under the law or in equity.

18. **Incorporation by Reference:** The terms and conditions of the following documents, if checked, are hereby incorporated herein by reference and made a part thereof:

   a. Invitation to Submit Proposal
   b. Instructions to Proposers
   c. Proposal Documents
   d. Specifications
   e. Addenda
   f. Contractor’s Proposal

   (excluding any exceptions to the College’s RFP, unless the College has expressly acknowledged and incorporated such exceptions in Section 2 above.)

   IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date first above written.

   MONTGOMERY COUNTY
   COMMUNITY COLLEGE

   Attest: ____________________________  
   Name: ____________________________  
   Title: ____________________________

   By: ________________________________
   Name: ____________________________  
   Title: ____________________________

   Contractor

   ________________________________

   Attest: ____________________________  
   Name: ____________________________  
   Title: ____________________________

   By: ________________________________
   Name: ____________________________  
   Title: ____________________________

   (CORPORATE SEAL)

END OF DOCUMENT
SPECIFICATIONS

I. DESCRIPTION OF PROJECT

A comprehensive renovation to repurpose spaces formerly housing Health Sciences programs into general purpose classrooms or additional lab spaces to support growing STEM programming and meet current pedagogical methods for instruction in the sciences. Within this full remake of the Science Center is an opportunity to renovate the Theater and add to the backstage area for ADA compliance and improved support facilities, renovate restrooms for code and ADA compliance and provide updated HVAC system and controls, energy-efficient lighting and other furnishings, fixtures and equipment. The College has secured Commonwealth support for the project and with the approval of the Board of Trustees is moving forward with the process of selecting a bond underwriter and bond counsel to secure financing for the project.

Additionally, given the current environment of low interest rates, the College has taken steps to evaluate prospective gains by refunding the callable portion of our 2008 bond series and, alternatively, combining this refunding option with a bond financing proposal for the Science Center Renovation Project.

II. SCOPE OF WORK

A. The College is seeking a bond counsel to assist the College in the issuance and sale of a $22,600,000 million bond for the Science Center and investigate the potential refunding of the 2008 bond issue ($22,240,000).

- Bond Counsel Services – Act as Bond Counsel for the College in connection with the sale of the Bonds
- Related Services - Provide all legal and professional services necessary to assure a successful and legal bond issue for Montgomery County Community College. Services shall include, but not be limited to the following: (The complete detailed Scope of Work shall be contained in a subsequent contract or Engagement Letter between the Montgomery County Community College and the Bond Counsel).
  a) Rendering the bond counsel opinion regarding the validity and binding effect of the bond, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purpose;
  b) Preparation and review of documents necessary or appropriate to the authorization, issuance, sale, and delivery of the bonds, coordination of the authorization and execution of these documents;
c) Assisting the issuer in seeking from other governmental authorities any approvals, permissions, and exemptions necessary or appropriate with the authorization, issuance, sale, and delivery of the bonds;

d) Reviewing legal issues relating to the structure of the bonds

e) Reviewing or preparing those sections of the offering document to be disseminated in connection with sale of the bonds that relate to the bonds, financing documents, bond counsel opinion, and tax exemption;

f) Assisting the issuer in presenting information to bond rating organizations and credit enhancement providers relating to legal issues affecting the issuance of the bonds;

g) Reviewing or preparing the notice of sale or bond purchase contract for the bonds and reviewing or drafting the continuing disclosure undertaking of the issuer.

h) Provide other services as may be reasonably requested by College management and the Board of Trustees.

B. Timeline of Activities expected by the College

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued on website and in newspaper</td>
<td>March 12, 2015</td>
</tr>
<tr>
<td>2. Vendor questions to MCCC Due</td>
<td>March 19, 2015</td>
</tr>
<tr>
<td>3. MCCC responds to questions via website</td>
<td>March 23, 2015</td>
</tr>
<tr>
<td>4. Proposals received from firms</td>
<td>March 26, 2015</td>
</tr>
<tr>
<td>5. Discussions/Negotiations/Interviews (if required)</td>
<td>April 2015</td>
</tr>
<tr>
<td>6. Selection and approval of firm by Board of Trustees</td>
<td>May 2015</td>
</tr>
</tbody>
</table>

An original and four copies of your Proposal must be submitted in accordance with the Proposal Documents.

Following the receipt of Proposals, the College will evaluate your Proposal and contact you as necessary.
III. CRITERIA FOR EVALUATION

A. Compliance with the Request for Proposal. It is imperative that all the required information be included with the Proposal. Failure to include this information may render the proposal non-responsive.

B. Award will be made to the most “responsible Supplier”. The College may evaluate proposals and award a contract without discussions with the respondents. The College may ask for clarifications of minor issues in the proposal and the Supplier agrees to provide this information in the time period requested by the College or have their proposal deemed non-responsive.

C. Selection Criteria

The College reserves the right to award the contract to the firm which demonstrates the greatest capacity to deliver the requested services at an acceptable fee. MCCC reserves the right to reject any and or all proposals. MCCC reserves the right to give priority to firms which have experience in providing similar services for other higher education institutions. Therefore, while cost is a significant factor, it is not the sole determining factor. The following selection criteria represent the core elements that will be utilized to make the decision regarding the award of contract.

- Quality of responses to qualification requirement which detail relevant experience and qualifications of the firm and the particular staff assigned to the College’s transaction.

- Compensation for bond counsel services

Following evaluation of the written proposals as submitted, selection shall be made of one or more firms deemed to be fully-qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price. The College may request selected firms to participate in an interview process with College leadership. Negotiations may be conducted with the firms selected. The College shall select the firm which, in its opinion, best meets the needs of the College. Decisions of the College will be final upon authorization of the Board of Trustees.

IV. PROPOSAL CONTENT

A. History of Firm

An overview of your firm and of its practice in public finance and related areas of law; its history and other pertinent general information

B. Experience
A description of the firm’s organizational structure such as number and type of employees that would be assigned to this project to help evaluators understand your firm’s overall capability, stability, and resources for this project. You may wish to describe how your firm can manage the work of the College’s unique needs in a timely and effective manner given your other client demands.

A list of references. Include at least three (3) school districts and/or community colleges with whom the College may consult where your firm provided counsel for the same type and complexity of bond measure in the last three years. Provide their names and contact information. Please also provide those references the name(s) of the individuals in your firm with whom those references worked.

Highlight any experience working with the State Public School Building Authority or similar organizations, as well as familiarity and experience with Pennsylvania Community College Act (Act 46 and its predecessors.

A typical time-line, “project plan” or narrative demonstrating the key phases/steps of the work your firm will be doing to help the College gauge your methods or approach and what the College needs to plan for.

C. Disclosures

A disclosure of any prior or ongoing incident where it is alleged that your firm has defaulted or failed to perform which has led the other to terminate the contract or where your firm has been found liable. If applicable, provide any potential known or perceived conflicts of interest, either with our project or with any of its participants that your firm would have in acting as bond counsel.

D. Insurance and Litigation (Provide the following information)

Level and type of insurance carried, including deductible amounts, to cover omissions, error, improper judgments or negligence

Identify whether the firm, or an employee, has any involvement or connection with an ongoing municipal securities litigation, arbitration or investigation and describe the nature of the involvement.

E. Fees/Compensation

Your firm’s indicative fees and expenses including a maximum fee for the services based on what your firm understands the scope of the project at this time.

END OF DOCUMENT