INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

A. Bidding Documents include the Invitation to Bidders, Instructions to Bidders, Bid Form, Bid Bond, Agreement of Surety, Non-Collusion Affidavit, and other sample bidding and contract forms. The Contract Documents consist of the Bidding Documents, Agreement Between Owner and Contractor (hereinafter “Agreement”), Performance Bond, Payment Bond, Conditions of the Contract, Specifications, Drawings, and all Addenda issued prior to the execution of the Agreement.

B. “Addenda” are written or graphic instruments issued by the Architect prior to the execution of the Agreement which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.

C. A “Bid” or “Proposal” is a complete and properly signed proposal to do the Work for the sum stipulated therein, submitted in accordance with the Bidding Documents.

D. The “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

E. An “Alternate Bid” or “Alternate” is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

F. A “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

G. A Bidder is a person or entity who submits a bid or proposal.

2. REVIEW OF DRAWINGS AND SPECIFICATIONS

A. Bidders shall thoroughly examine and be familiar with the Specifications and Drawings. The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the Specifications and Drawings and, where Specifications and/or Drawings require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. No claim for any extra will be
allowed because of alleged impossibilities in the production of the results specified or because of inadequate or improper plans and specifications and whenever a result is required, the successful Bidder shall furnish any and all extras and make any changes needed to produce the required result for the sum stated in the form of proposal.

B. Should any Bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the Contract Documents, he shall make inquiry at once in writing to the Architect. Where changes, corrections or clarifications to Contract Documents are deemed necessary by the Architect, Architect will issue written Addenda accordingly. Addenda thus issued shall be a part of the Contract Documents. No oral, telephone or letter instructions will be considered as having effect upon the Contract Documents; Addenda only shall constitute change to the Contract Documents. Bidders and Sub-bidders are urged to make early examination of Contract Documents and make inquiries about the Contract Documents if necessary, even though prices may not be determined until late in the bidding period.

3. STANDARD OF QUALITY/ALTERNATIVES/SUBSTITUTIONS

A. The various materials and products specified in the Specifications by name or description are given to establish a standard of the quality and of cost for Bid purposes. It is not the intent to limit the Bidder, the Bid or the evaluation of the Bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be deemed to be followed by the words “or alternatives of the quality necessary to meet the specifications.” A Bid containing an alternative which does not meet the Specifications may be declared non-responsive. A Bid containing an alternative may be accepted but, if an award is made to that Bidder, the Bidder will be required to replace any alternatives which do not meet the Specifications.

B. No substitution (alternative) will be considered prior to receipt of Bids unless written request for approval has been received by the Architect only from prime Contract Bidders at least ten (10) days prior to the date for receipt of Bids. Such requests shall be in accordance with substitution request procedure specified in Division 1, Substitution Procedures, Section ______ and shall include, but not be limited to, the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. In addition, a statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution (alternative) would require shall be included. The burden of proof of the merit of the proposed substitution (alternative) is upon the proposer.
C. If the Architect approves a proposed substitution (alternative) prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

D. In accordance with the “Standard of Quality” provisions, substitutions (alternatives) may be submitted as part of a Bid only if the Bidder includes all information required for substitutions (as defined herein and in Division 1, Substitution Procedures, Section ______) for each substitution (alternative) submitted as part of the Bid and clearly indicates the request for substitution (alternative) on the form of proposal. Bidder must submit evidence that the substitution (alternative) does not require extensive revision to the Contract Documents, that such substitution (alternative) is consistent with the Contract Documents and will produce indicated results, that such substitution (alternative) will not adversely affect the construction schedule, that such substitution (alternative) has received necessary approval of authorities having jurisdiction, that such substitution (alternative) is compatible with other portions of the Work and that such substitution (alternative) provides the specified warranty, or if no warranty is specified, a warranty comparable to that of the material or product named in the Specifications. In addition to the aforesaid requirements, Bidder must provide a detailed comparison of the significant qualities of the proposed substitution (alternative) with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated. Bidder shall provide a list of similar installations for completed projects with project names, addresses and contact persons, if requested. Bidder shall provide samples if requested. A proposed substitution (alternative) will not be considered to meet the Specifications unless all of the aforesaid requirements have been determined satisfied by the Architect. Failure of Bidder to supply the requested information will result in non-approval of any proposed substitution (alternative).

Non-approval of any proposed substitution (alternative) shall not entitle the successful bidder to any additional compensation or an extension of time to complete the Work.

Owner shall not be required to consider or accept any substitution (alternative) that is not specifically identified in a written request for substitution included with the bid submittal. Failure of the successful bidder to specifically identify a substitution (alternative) in a request for substitution included with its bid submittal shall result in the successful bidder being required to complete the Work using materials and products named in the Specifications.

Bidders are cautioned that substitutions (alternatives) submitted as part of the Bid may render that Bid non-responsive, and that Bidder may be required to provide the materials or products specified without change in cost to Bid submitted, if the substitution (alternative) information is incomplete or the substitution (alternative) is judged to be inferior to the standard of quality specified.
E. No substitutions (alternatives) will otherwise be considered after the Contract award unless specifically provided in the Contract Documents.

F. No substitutions (alternatives) will be considered for pre-bid approval later than ten (10) days before bids are due.

5. ADDENDA

A. Addenda, if any, will be mailed, transmitted or delivered to all whom are known by the issuing office to have received a set of Bid Documents. No Addendum will be issued later than two (2) calendar days before the deadline for receipt of Bids except Addendum withdrawing the request for Bids or extending the deadline for receipt of Bids. Bidders shall acknowledge receipt of Addenda on the Bid Form.

6. PREPARATION OF BID

A. Any Contract will be entered into by the Owner with the understanding that the Bidder, prior to submission of his Bid, acquainted himself with the requirements of the Plans and Specifications, conditions of the site, and all other matters pertinent to the Work contemplated. It will be assumed that the Bidder has satisfied itself as to the conditions to be encountered overhead, on the surface and concealed, the character, quality and quantities of work to be done and materials to be furnished, and the requirements of the Contract and Specifications. No allowance or concession will be made for the lack of such information on the part of the Bidder. The Bidder shall not at any time after execution of the Agreement make any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the Work to be done under the Contract, and it assumes all risk resulting from any changes in the conditions which may occur during the progress of the Work.

B. Each proposal must be delivered by the Bidder to Room 121, College Hall, Montgomery County Community College, Central Campus, Blue Bell, PA prior to the prevailing time and date stated in the Notice to Bidders.

C. Bids shall be enclosed in a sealed envelope which shall be marked with the name “Septa Bus Stop Project. Envelopes shall be addressed to:

Montgomery County Community College  
340 Dekalb Pike  
College Hall 121, Purchasing  
Blue Bell, PA 19422

D. 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 addressed as set forth above, and must be received at Room 121 of College Hall, Montgomery County Community College, Central Campus, Blue Bell, PA prior to the prevailing time and date stated in the Notice to Bidders.

E. Bids received after the time and date for receipt of Bids will be returned unopened.

F. Bids shall be submitted on forms identical to the Form of Proposal included in the Bidding Documents. All blanks on the Form of Proposal shall be filled in by typewriter or manually in ink.

G. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

H. Where so indicated by the make-up of the Form of Proposal, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

I. Interlineations, alterations and erasures must be initialed by the authorized signer of the Bid. Each Bid must contain the full business address of the Bidder and must be signed correctly by an authorized representative of Bidder. If the proposal is made by an individual, in addition to his signature, his post office address should be shown. If the proposal is made by a partnership, the name and post office address of each partner of the partnership must be shown and the proposal must be signed in the partnership name by at least one (1) of the general partners. If the Bid is made by a corporation, the proposal should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary, and identify the name, business address and state of incorporation for the corporation, and have the corporate seal affixed. If the proposal is made by a limited liability company, the name and post office address of each member and manager, if any, of the limited liability company must be shown and the proposal must be signed in the name of the limited liability company by at least one (1) authorized representative of the limited liability company.

J. All Bids must include the Bid Security and Non-Collusion Affidavit as set forth herein. If Bid Security is provided in a form other than Bid Bond, the Bid must include an Agreement of Surety as described herein.

7. BID SECURITY

A. A proposal shall be rejected unless accompanied by a Bid Security in an amount not less than ten percent (10%) of the total Base Bid. Bid Security shall be in the form of a certified check or bank cashier’s check payable to Owner or a Bid Bond in the form set forth herein, naming as obligee, Montgomery County Community College.
B. Owner may declare the Bid Security forfeited to the Owner if, following the issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required under Section 18 of these Instructions to Bidder within ten (10) days thereafter.

C. If Bid Security is submitted in the form of a Bid Bond, 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.

D. The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder’s request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all bids by Owner, or (3) the expiration of the firm bid period set forth in Section 12 of these Instructions to Bidder. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Bidding Instructions.

8. NON-COLLUSION AFFIDAVIT

A. More than one proposal for the contract from an individual, partnership, corporation, or an association under the same or different name will be grounds for the rejection of all proposals in which such Bidder is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future proposals. A Non-Collusion Affidavit shall be executed and submitted with the Bidder’s proposal using the form set forth herein.

9. AGREEMENT OF SURETY

A. If the Bid Security is submitted in the form of a certified check or bank cashier’s check, the Bidder shall submit an Agreement of Surety certifying that a surety company will provide the Bidder with a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract Sum. The Agreement of Surety shall be in the form included in the Bidding Documents. The Agreement of Surety shall be executed by a surety satisfying the requirements set forth in Section 7 above, and shall be accompanied by the
necessary Power of Attorney as noted in Section 7 above.

10. **ALTERNATES**

   A. All requested alternates as set forth on the Bid Form shall be bid. Bidder shall provide prices for those alternates indicated on the Form of Proposal and shall include changes to Contract Sum. Alternate prices shall be held for a period beyond date of agreement as stated in the Supplementary General Conditions. If there is no change in Contract Sum enter “N.C.” in the appropriate fields.

11. **UNIT PRICES**

   A. All requested unit prices as set forth on the Bid Form shall be bid. Bidder shall provide prices for those unit prices indicated on the Form of Proposal. No unit costs shall be included in the Base Bid. Unit costs will be used for adjustment of the Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.

12. **WITHDRAWAL OF PROPOSALS**

   A. Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or his agent duly authorized to act for Bidder, personally appears at Room 121, College Hall, Montgomery County Community College, Central Campus, Blue Bell, PA with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.

   B. 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 Owner and the lowest responsible and responsive Bidder.

   C. Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder to whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.

13. **PROPOSAL MISTAKE CLAIMS**
A. Negligence by the Bidder in preparing the Bidder’s proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw the Bidder’s proposal within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. § 1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

14. OPENING OF PROPOSALS

A. Proposals will be opened and read on the date and at the location stated in the Invitation to Bidders, commencing after the prevailing time for receiving bids. Bidders or their authorized agents may be present.

15. AWARD OF CONTRACT

A. The Owner reserves the right to reject any or all proposals, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interests of the Owner. If any award is made by the Owner, it will be to the party declared by the Owner to be the lowest responsive and responsible Bidder.

B. In awarding Bids, the Owner shall have sole discretion in determining the lowest responsive and responsible Bidder and shall have the right to take into consideration the following factors, in addition to price:

1. The character, integrity, reputation and judgment of the Bidder.

2. The previous and existing compliance of the Bidder with the requirements of similar installations.

3. The ability, capacity, experience and skill of the Bidder to perform the Contract.

C. The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

16. IRREGULAR PROPOSALS

A. Proposals indicating a qualification of the Bid, conditions or uninvited alternate Bids or which contain alteration of the form request for a proposal, or additions or deductions not requested shall be rejected. Bids containing minor irregularities or
informalities, not relating to price, time, or changes affecting the quality of work, may be rejected at Owner’s sole discretion. Owner reserves the right to waive any such informalities or irregularities.

17. QUALIFICATIONS OF BIDDERS

A. The Owner may make such investigation as the Owner deems necessary to determine the ability of the Bidder to perform the work according to the requirements of the Contract Documents. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if by the evidence submitted, or as the result of investigation, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract.

18. EXECUTION OF CONTRACTS AND BONDS

A. The Owner will notify the lowest responsive and responsible Bidder of the Owner’s intent to accept such Bidder’s proposal and to make a formal award of contract to such Bidder by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish (1) a Performance Bond and a Payment Bond in the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum; (2) all Certificates of Insurance or other insurance information as required pursuant to Article 11 of the General Conditions of Contract; and (3) the signed Agreement. The Bonds, Insurance Certificates, and Agreement shall be submitted to the Architect’s office within the required time period.

B. The Attorney-in-Fact who executes the Payment and Performance Bonds on behalf of the surety shall affix to the bonds 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 day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.

C. After approval of bonds and insurance, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder one (1) copy of the dated, executed Agreement within thirty (30) days of the Notice of Intent to Award, unless the time of issuance of such Agreement shall be extended by mutual written agreement of the Owner and successful Bidder or pursuant to Section 19 below.

19. FAILURE TO EXECUTE CONTRACT

A. Failure of the Bidder to whom Notice of Intent to Award has been given to deliver
appropriate Payment and Performance Bonds, Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at the Owner’s sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of such defaulting Bidder’s Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request by Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) business days after the submission to the Owner of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

20. PROJECT COMPLETION

A. Each proposal shall be based on project completion within time limits indicated on the Drawings, Specifications, or Bid Form.

B. Bidder must agree to commence work on or before a date to be specified in a written “Notice To Proceed” by the Owner and to fully complete the Project within the time specified.

21. LIQUIDATED DAMAGES

A. Completion of work and punchlist is subject to liquidated damages as specified in the General Conditions and Supplementary General Conditions.

22. PREVENTION OF ENVIRONMENTAL POLLUTION

A. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See attached Exhibit “A”. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, replaced and/or
supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the attached Exhibit “A” shall not relieve Contractor of its obligation to comply with same.

23. GOVERNMENT REQUIREMENTS

A. Bids shall be submitted on the basis of full and total compliance with all Federal and State laws, regulations, statutes and requirements pertaining to this Project. Bidder shall refer to the General Conditions, Changes to Standard Form, and Supplementary General Conditions for additional requirements.

B. Prior to bidding, Bidder shall contact the local municipality having jurisdiction and ascertain the building codes, permits, fees, and regulations applicable to this Project. It is the responsibility of the Bidder to determine what local ordinances, if any, will affect such Bidder’s work. Bidder should identify any county, city, borough, or township rules and regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction such as planning commissions, industries or utility companies. Any costs of compliance with local controls shall be included in the prices bid, even though requirements of such local controlling agencies are not listed herein.

24. CASH ALLOWANCES

A. Cash allowances are not included in the Bidding Documents, nor are they otherwise applicable to the Project.

25. TAXES

A. Contractor’s Responsibilities.

Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise that are purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales tax and use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall bid and shall purchase, as exempt (excluded) from Pennsylvania sales tax and use tax, all tangible personal property within the definition of “building machinery and equipment” as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). Exhibit “B” attached hereto and made a part hereof is a true and correct copy of the portion of such Act which defines the
term “building machinery and equipment.” No charges shall be allowed for such exempt items. It shall be the Contractor’s responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply. In order to facilitate such purchase free of sales tax and use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the Owner 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.

B. Assignment of Refund Rights.

Owner shall be entitled to claim refunds of sales tax and use tax paid on these and other purchases of tangible personal property required in connection with the Work. The Contractor and all subcontractors hereby assign to Owner all rights to any such refund claim and to any resulting refund and hereby appoint the Owner as their Attorney-in-Fact to execute and acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner and its agents shall have the right to review the books and records of the Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. Contractor and all subcontractors shall cooperate fully with Owner and its agents in pursuing any such refund claim and shall make available to the Owner any applicable documents.

C. Access to Accounting Records.

The Contractor shall check all materials, equipment and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under the Contract, and the system shall be satisfactory to Owner. The Owner or its representative shall be afforded access to, including the right to photocopy, all the Contractor’s records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Work, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by the law, from the later of (a) Final Completion of the Work, or (b) the date of final audit or close out of the grant under the Grant Agreement, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period.

D. Contracts with Subcontractors.

The Contractor agrees to include the “Access to Accounting Records” and “Assignment of Refund Rights” paragraphs, in full, in any contracts with subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales tax or use tax that is the subject of the assignment in
Subparagraph B above. Contractor shall obtain from all subcontractors similar agreements that they will not file claims for refund for any sales tax or use tax that is the subject of the assignment in Subparagraph B above.

26. **PRE-BID MEETING**

   A. For the benefit of all Contractors, a pre-bid meeting will be held on date indicated in the Invitation to Bidders. Attendance by all interested Bidders is strongly encouraged. The meeting will be held at the location indicated in the Invitation to Bidders.

   Questions from this meeting requiring modification of Bidding Documents will be issued in the form of an addendum. Bidders may rely only on written answers to questions raised at pre-bid meeting as included in an Addendum.

27. **SITE INSPECTION**

   A. THE CONTRACTORS CAN INSPECT THE EXISTING SITE, ONLY WITH PRIOR ARRANGEMENT BY CONTACTING:

   Andy Gulotta  
   Montgomery County Community College  
   340 Dekalb Pike  
   Blue Bell PA 19422  
   Phone: (215) 641-6685

28. **ARCHITECTURAL QUESTIONS**

   A. Any questions relative to the drawings and specifications shall be directed to:

   Andy Gulotta  
   Montgomery County Community College  
   340 Dekalb Pike  
   Blue Bell PA 19422  
   Phone: (215) 641-6685

   B. All questions must be submitted in writing to Andy Gulotta by 5:00 p.m. on August 13, 2014. Answers will be provided via Addendum.

END OF DOCUMENT