INSTRUCTIONS TO BIDDERS

WEST CAMPUS HVAC

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INSTRUCTIONS TO BIDDERS FOR WEST CAMPUS HVAC

I. SUBMISSION OF BIDS

SEALED BIDS must be received in the Business Office not later than 2:00 p.m. on Wednesday, November 6th, 2013.

At 2:30 p.m., on the same day, the bids will be publicly opened and read aloud in College Hall, Room 147, 340 DeKalb Pike, Blue Bell, Pennsylvania 19422. Bids must be contained in a sealed, opaque envelope, (FAX copies will not be accepted), addressed to the College Business Office, Montgomery County Community College.

ENVELOPES MUST BE MARKED:

   BID: West Campus HVAC
   Bid#04-110613SB-01

on the outside of the envelope.

Bids shall be submitted on the attached Proposal Form properly completed and signed. The Proposal shall be:

1. Executed by the President, General Partner, (or an appropriate officer) of the Entity
2. State whether the Entity is legally qualified to do business in the Commonwealth of Pennsylvania.
3. If a Corporation, attested to by the Secretary of the Corporation.
4. Affixed with the Corporate Seal.

Each bid shall be accompanied by a bid guarantee in one of the following forms:

1. Bid Bond
2. Cashier's check
3. Certified check

Bid Bond shall be executed by a Corporate Surety acceptable to the College and qualified to do business in the Commonwealth of Pennsylvania.

The bid guaranteed shall be five percent (5%) of the BASE BID, and drawn to the order of the Montgomery County Community College.
The Bidder may withdraw their proposal after the bid has been received by the College provided the bidder makes a request in writing prior to the time fixed for the last bids to be received as set forth in paragraph 1. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of their bid after such bid has been opened, subject to the provisions of Pennsylvania Law.

No bidder may withdraw their bid within ninety (90) days after the opening of the bid.

Bid guarantee shall be returned to all but the lowest three (3) bidders within ninety (90) days after the bid opening.

A. **Bid Submission Clause**

- Solicitations contain general terms, conditions and specifications applicable to a specific procurement. Modification of or additions to any portion of a quote, bid or proposal which affects quality, quantity, price or delivery shall be cause to reject the bid as non-responsive. Modifications to a quote or bid which do not affect quality, quantity, price or delivery will be evaluated by the College on a case by case basis and the College, in its sole discretion, may reject such bids as non-responsive, waive the modifications as an informality, or require the bidder to withdraw the non-responsive language as a condition of being a responsive bidder.

  Modifications or additions to any portion of a bid, quote or proposal, including but not limited to contractual terms and conditions and the mandatory requirements of that which is to be procured, shall be cause for rejecting the bid, quote or proposal unless undesired modifications or additions are amended or withdrawn to the satisfaction of the College during the course of discussions mid negotiations.

  Any clarifications or exceptions to the terms, conditions or specifications of a submitted bid, quote or proposal shall be noted on a separate sheet included with the vendor's submission. By submitting its bid, quote or proposal the vendor agrees that any such clarifications or exceptions that do not satisfy the preceding requirement shall be considered as not having been made, and the College's terms, conditions and specifications shall fully govern the submission.
Throughout the bid specifications (hereinafter defined) the term "College" shall refer to the Montgomery County Community College. The term "Bidder" shall refer to those submitting proposals. The term "Contractor" shall refer to the successful bidder.

III Bidder's Responsibility

Each bidder shall familiarize themselves with all of the bid specifications and addenda thereto and will be held responsible to fully comply therewith. The bid specifications are located on the College’s website along with any addendums that are issued.

The Bidder, if requested must submit a list of completed projects similar in size and scope of the project specified herein.

Each Bidder shall visit the site and examine the conditions affecting the work before submitting a proposal. Bids shall include all costs and charges made necessary by special local conditions and ordinances. No extra payments will be allowed because of Contractor's failure to adhere to the above statements.

Each Bidder shall be held to have examined the premises, the site, the specifications, all and each of the contracted documents. Any failure by the Contractor to fully acquaint themselves with any of the available information shall not relieve them from responsibility whatsoever, for performing work properly and in complete accordance with the specifications.

EQUIVALENCY CLAUSE - Where use of a manufacturer's brand name or model is used in these specifications, it is intended only to indicate the minimum standard desired by the Montgomery County Community College. The College reserves the right to determine equivalency.

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

IV College's Responsibilities

A. Reservation of Rights
1. Waive any informalities in, or to reject any and all bids, or may consider as informal any bid not prepared in accordance with these instructions, conditions and specifications.

2. Reject any and all bids or to select a single item from any bid.

A contract/purchase order will be awarded to the lowest responsible bidder complying with the instructions, conditions, and specifications, provided such bid is accepted and is in the best interest of the College.

The College reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the College that such bidder is properly qualified to carry out the obligations on the proposals. The College may make such investigation as it deems necessary to determine the ability of the bidder to do the work intended. Conditional bids will not be accepted.

Should the bidder to whom a contract/purchase order is awarded fail to execute the contract/purchase order in the form prescribed by the Montgomery County Community College within ten (10) days after the Notice of Intent to award the bid, or award of the contract/purchase order, the College may apply the bid guarantee toward the difference between the amount of the proposal of the bidder as accepted by the College and any higher amount for which the College may contract for the required work or equipment, plus any advertising costs, legal fees, and any and all other fees and expenses incurred by the College by reason of the failure of the bidder to enter into such contract/purchase order with the College or to furnish any bonds or evidence of insurance coverage. PROVIDED HOWEVER, that if the College should not procure an executed contract/purchase order with any other party for the performance of the same work or the furnishing of the same terms other than price, as provided in the contract/purchase order documents, within thirty (30) days after the acceptance of the proposal of the bidder, whether because of the lack of other proposals or the inability or refusal of any other bidder to contract, or because the cost under any higher proposal would be greater then the College would afford, as determined in the sole discretion of the College, then in that event, the bidder and its Surety shall pay to the College the full amount of the bond or bid guarantee as liquidated damages and not as penalty. All other bid guaranties, not forfeited or previously returned after execution of the contract/purchase order, or if no contract/purchase order is executed, shall be returned within ninety (90) days of bid opening.

Additional items needed for a period of ninety (90) days following award of contract/purchase order, may be purchased at the same or current market price, whichever is lower.

B. Tax Exemption Certificate
College will execute the necessary tax exemption certificates when required and if necessary, under the Sales and Use Tax, or covering the waiver of any Federal Tax on equipment purchased on regular tax exemption forms to be supplied by Contractor.

C. **Contract/Purchase Order/Documents**

Documents shall consist of the form of contract/purchase order, advertisement, instructions to bidders, general conditions, bid bonds, payment and performance bonds, insurance certificates, specifications, bidders proposal and all other documents, incorporated by reference in any of the foregoing material. A Purchase Order may be issued in lieu of a written contract.

D. **Tie Bids**

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

V. **Contractors Responsibility**

A. **Assignment of Contract/Purchase Order**

Contractor shall not assign or transfer the contract/purchase order in whole or in part without the prior approval of the College.

B. **Compliance with College Rules and Regulations**

1. **No Smoking or Tobacco use in Buildings**

   Contractor will prohibit employees from smoking or using tobacco products in College Buildings.

2. **Sexual Harassment**

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

3. **Motor Vehicle Rules and Regulations**

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

   Use only those spaces designated for use by a service vehicle.

   In the event these designated spaces cannot be utilized, notify the Public Safety Department for proper clearance.

   Obtain and display a parking permit from the Public Safety Department.
Restrict Vehicles to 15 MPH and observe all traffic regulations posted on campus.

C. Compliance with Human Relations Act.

Pursuant to the provisions of the Pennsylvania Human Relations Act, 222 of October 1955 (P.L. 744), 43 P.S. (#951, et seq.) of the Commonwealth of Pennsylvania and the Human Relations Contract Compliance, 16 Pa. Code Chapter 349, that prohibits certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors, and other, the Contractor shall agree to comply with the provisions of the Pennsylvania Human Relations Act and regulations as amended, and the same is made a part of this specification as well as every contract entered into pursuant to these specifications. All provisions of the Non-Discrimination Clause in 16 Pa. Code Section 349.101 are deemed included herein as if fully set forth. Contractor shall include the provisions of this Non-Discrimination Clause in every subcontract, so that such provisions will be binding upon each subcontractor.

D. Delivery

Contractor agrees to perform the services and/or deliver the specified equipment F.O.B., 1400 Forty Foot Road, Lansdale, PA, 19446, within the agreed time after receipt of request for completion of delivery from the College.

E. Fixed Rate Contract

Bidder represents that it has carefully examined all drawings, specifications, and other contract documents for the project to ascertain all requirements, conditions to be encountered, and the character, quality and quantities of work and materials needed to fully complete all work. The contract will be entered into by Owner with the understanding that bidder, prior to submission of its bid has acquainted itself with the requirements of the plans and specifications, conditions of the site, and all other requirements of the contract, and that bidder has obtained all information necessary for the completion of the work on or before the date specified. The bidder shall not at any time after execution of the contract set up any claims whatsoever based on insufficient data or incorrectly assumed conditions, nor shall the bidder claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under the contract, and the bidder shall assume all risks resulting from any changes to the conditions which may occur during the progress of the work.

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

Unit prices included in the bid form shall be applied to determine an equitable
adjustment of the contract sum in connection with extra work or changes
ordered and approved by Owner in writing under the contract.

Unit prices submitted by a contractor in his bid for the project are subject to
approval and acceptance by the Owner. The Owner reserves the right to reject
any unit price which is unreasonable or unbalanced, as compared with
prevailing costs or as compared with unit prices submitted by other bidders for
this project, and Owner reserves the right to ask for a revised unit price before or
after contracts are signed.

Unit prices submitted by bidder shall include all profit, overhead, insurance,
taxes, labor, materials, plan, equipment, and tools necessary and required to
fully complete the work item, as specified and details for the work item under
the project specifications.

For approved change orders the cost to the owner may include a markup for
Overhead and Profit not to exceed ten (10) percent on self performed labor, their
own equipment and materials and five (5) percent markup on Sub Contractor
work.

F. Guarantee

1. All services performed and/or equipment furnished under the contract/purchase
order shall be guaranteed by the Contractor against defective workmanship and
materials for a period of one year from the date of acceptance by the College.
During this period, the Contractor shall agree to remedy promptly any defects
due to imperfect workmanship or materials. If these defects are not remedied
within five (5) days from notice received, the College shall have the right to
replace any and all defective equipment and the Contractor agrees to pay all cost
incurred thereby. Said costs may be deducted in whole or in part from the
Contractor's bill if said bill has not been paid in full.

2. If a Contractor's guarantee is less than or more than one year from the date of
acceptance of the contract/purchase order, the contractor must specify the terms
of the guarantee.

G. Indemnification

Bidders do hereby agree that if awarded a contract/purchase order under these
instructions, conditions, and specifications, they will indemnify and save harmless the
College from all suits or actions of every nature and description brought against them or
any of them arising out of any contract/purchase order or contracts/purchase orders,
written or verbal, entered into in compliance with the award, and by awarding the
contract/purchase order to the undersigning bidder in accordance with these instructions, conditions, and specifications, this agreement of indemnifications shall automatically become effective.

H. Insurance Requirements
   a. The vendor shall purchase and maintain throughout the period of the contract, insurance as outlined below and shall provide evidence of such by submitting Certificates of Insurance to the College Chief Business Officer.

   1) **Commercial General Liability** – Coverage to include Products and/or Completed Operations subject to minimum combined single limit for bodily injury and/or property damage of $1,000,000 each occurrence; $1,000,000 general aggregate; and $1,000,000 products/completed operations aggregate.

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

   3) **Workers’ Compensation** – Coverage to be statutory and include all employees of vendor and/or any subcontractors.

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

   b. Conditions

   1) All certificates to contain thirty (30) day notice of cancellation.

   2) It is the obligation of the vendor to obtain and furnish the College Certificates for any College approved sub-contractors subject to the above terms and conditions.

   3) All General Liability policies shall provide a per job location aggregate.

   4) All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the College.

I. Issuance of Written Contract/Purchase Order Documents

Contractor shall enter into a contract/purchase order in writing with the College in the form provided in the Contract/Purchase Order documents within ten (10) days after Notice of the Intent to Award the bid or award of the contract/purchase order. In the event the bidder, to whom the contract/purchase order may be awarded, shall neglect or refuse to execute and deliver the written contract/purchase order or bonds herein provided for within ten (10) days after the Notice of Intent to award or award of the contract/purchase order, College shall be privileged to award the contract/purchase order to the next lowest responsible bidder or to re-advertise for bids, and the guarantee submitted with the bid shall be applied as set forth in the Instructions to Bidders.

J. Materials and Workmanship
All equipment shall be new (except as agreed by the College) and all workmanship thereon shall be first class.

K. Non Discrimination

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

L. PENNSYLVANIA PREVAILING WAGE ACT: Applies Yes [X ] No[ ]

No person shall be employed to work under this Contract except competent and first-class workers and mechanics. No workers shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours as established by the Secretary of the Department of Labor and Industry under the "Pennsylvania Prevailing Wage Act" No. 442, effective February 1, 1962, as amended and supplemented. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary must be paid to the workmen employed in the performance of the contract.

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.

The Contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

No workers may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of these Regulations shall be followed.

M. Performance and Payment Bonds

Within ten (10) days after Notice of Intent to award bid or award of a contract/purchase order, the successful bidder shall furnish bonds in the form prescribed by the College, guaranteeing the work to be done and payment to suppliers will be made with sufficient surety, in the amount of one hundred percent (100%) of the contract/purchase order amount. Surety companies must be acceptable to the College and be authorized to transact business in the Commonwealth of Pennsylvania.

N. Supplementary Conditions

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

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

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

1.4 All construction shown on the contract drawings and not expressly mentioned in the specifications and all work specified and not shown on the drawings but obviously necessary for the proper execution of same shall be performed by the Contractor, as it is not the intent to delineate or describe every detail and feature of work. No additions to the contract sum will be approved for any materials, equipment and/or labor to perform work hereunder unless it can be clearly shown to be beyond the scope and intent of the drawings and specifications and absolutely essential to the proper prosecution of the work.

1.5 No extras of any kind or amount will be allowed or considered for any Contractor due to the Contractor's failure to examine and secure the required and available information or neglect to include any and all materials, tools, equipment, accessories, fixtures, and labor required to fully complete the work that is intended or specified herein.
1.6 The Contractor shall pay all fees and obtain and pay for all permits and inspections required with their work.

1.7 Contractor shall schedule their work to avoid any interruption of any utility services to the operating areas of the building during normal working hours. Interruption of services shall be done off hours at no additional cost to the College.

1.8 Contractor shall notify the College three (3) days prior to any interruption of services. The scheduling of all interruptions shall be approved by the College.

1.9 All services to systems must be maintained in the areas of this project at all times. Any required interruptions must be at the convenience of the College.

1.10 The Contractor shall, after acceptance of the installation by the College, provide any service incidental to the proper performance of the system under the warranties outlined above for the time periods listed above.

1.11 COOPERATIVE WITH THE OWNERS AUTHORITIES - Work under this contract in progress or anticipated which may cause unusual problems for the College's personnel or the public shall be subject to revision in method or timing upon request of the College's authorities. Contractor must cooperate with the College's authorities in the performance of work, and make sight changes in methods or time of performance of work when requested, without additional cost to the College.

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

1.13 ALTERATION TO EQUIPMENT - Contractors are not permitted to:
   a. Alter any equipment or device to perform their work without permission of the College.
   b. Prop open any doors or disable any locking mechanism.
   c. Disrupt any utilities or alarm systems without prior notice and authorization.

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

1.15 All deliveries, pick-ups, and entrance needs of the contractor shall be made at the appropriate delivery and loading dock locations and **NOT** via normal personnel entrances and exits.
1.16 Upon the completion of this project, and before final payment is made, the Contractor shall deliver to the College for approval three (3) copies of an operating and maintenance manual consisting of the items outline hereinafter.

1.17 The purpose of this manual is to assist the College in routine operation, maintenance, troubleshooting, and procurement of replacement parts. All information in the manual shall be as-built and only material pertinent to project shall be included.

1.18 The operating manual shall be considered a part of the final inspection and shall be submitted for approval at least 30 days in advance of a request for final payment.

1.19 The manual should include the following: A copy of all final corrected equipment submittals, control diagrams, descriptive brochures, and a list of all parts of each piece of mechanical and electrical equipment which has been furnished and installed shall be provided.

1.20 Complete and detailed printed operating and maintenance instructions for all major operating equipment shall be provided. The operating and start-up instructions shall be written in a concise, step by step manner. Maintenance instructions shall include maintenance schedules, procedures, adjustments, and troubleshooting techniques.

1.21 Contractor must certify that all equipment and/or services provided and/or installed are fully compliant with year 2000 system requirements.

1.22 All changes/updates to drawings will be submitted on CAD disks.

VI   Bid Proposal Form

FORM OF PROPOSAL FOR CONTRACT NO. 04-110613SB-01

(INSTRUCTIONS): Enclose Proposal in double envelope, both addressed and each sealed. On the inner envelope, containing the Proposal, add the notation to the envelope as follows:

PROPOSAL FOR CONTRACT NO. 04-110613SB-01

SERVER ROOM HVAC WEST CAMPUS

PROPOSAL SUBMITTED BY:
Deliver unopened bids to place and person indicated in the Invitation to Bidders. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Bidders. Bids will be opened and read at time and place indicated in the Invitation to Bidders.

Gentlemen:

Having carefully examined the specifications, the site, and all conditions affecting the work, the undersigned hereby proposes to perform and complete all work for General Construction for the Server Room HVAC at the Montgomery County Community College, located at 101 College Drive, West Campus, Pottstown, Montgomery County, Pennsylvania, in strict accordance with the Contract Documents as prepared by Montgomery County Community College and all Addendas (if any) as indicated below:

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<th>ADDENDA NO.</th>
<th>DATED</th>
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inclusive, for the total sum of _____________________________ Dollars ($__________________________).

My Bid will remain firm for the period of time indicated in the Instructions to Bidders.

The work shall be completed on or before dates established of January 31\(^{th}\) 2014.

**ALTERNATES**

We, the undersigned, agreed to modify the Base Bid by the amounts stated below for alternates as specified in the Contract Documents. The Owner may accept any or all of the alternates in any order. All alternate work shall be completed within the same time frame as indicated on the Contract Documents for associated work.

Alternate prices shall be inclusive of the costs of materials, labor, balancing and testing of systems as required, overhead and profit, supervision, administration and any and all other costs in
connection therewith for work in place and accepted or omitted as the cost may be, and shall hold for the period of time established in the Supplementary General Conditions.

SUBSTITUTIONS

By writing in the words “No Substitutions” on the lines below, we, the undersigned, affirm that we have included all products, materials and systems as specified by name or descriptions (so as to be proprietary) as specified in the project manual, indicated on the drawings or included by the addenda in this Bid without modification.

OR

By indicating below the specification section of each unit of work or item subject to a substitution included with the Bid, we, the undersigned, acknowledge the following:

1. That for each unit of work or item subject to the substitution included with this Bid, we have attached complete evaluation data required for substitutions as indicated in the Instructions to Bidders and General Conditions covering standard of quality and substitutions. Failure to provide complete information will result in rejection of the substitution without revision of Bid cost.

2. If any such substitutions are accepted by means of inclusion in the Contract, we will pay to the Owner costs related to such substitution as may be required for redesign or modification to work of other contracts.

3. If any such substitutions are rejected, this Bid may be disqualified or, at Owner’s discretion, the Bid may be accepted without such substitutions and without revision to Bid amount. In the case of the latter, we will provide the items or units of work as specified or indicated.

4. Substitutions deemed acceptable will be included in the contract only by a Change Order (without changes in time or cost) to be executed with the Agreement.

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<th>Specification Section</th>
<th>Item or Unit of Work</th>
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</table>

This Bid is submitted in accordance with and subject to all terms and conditions of the Bidding 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 Bidder is an individual:

WITNESS:

______________________________________________ (SEAL)

Signature of Individual

Trading and doing business as:

______________________________________________

______________________________________________

(Address)
When the Bidder is a partnership (Name of Partners):

WITNESS:

______________________________            Name of Partnership

______________________________            (Address)

______________________________            By: ____________________________ (SEAL)

______________________________            By: ____________________________ (SEAL)

______________________________            By: ____________________________ (SEAL)

______________________________            By: ____________________________ (SEAL)

When the Bidder is a corporation:

ATTEST:

______________________________            Name of Corporation

______________________________            (Address)

______________________________            By: ____________________________

Secretary/Assistant Secretary                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 Bidder is a Limited Liability Company:
(Name of Limited Liability Company)

____________________________________
(Address)

____________________________________
By: __________________________________
    Managing Member

____________________________________
By: __________________________________
    Member

____________________________________
By: __________________________________
    Member

____________________________________
is a limited liability 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.

NOTE: Include Bid Security and Non-Collusion Affidavit with Form of Proposal. If Bid Security
in form of a certified or bank cashier’s check, include Agreement of Surety.

END OF DOCUMENT
VII  Bidder Information Form

Please complete and E-Mail to “purchasing@mc3.edu” or Fax to 215-641-6516 (As-Soon-As-Possible)

Date: __________________________

Bid Title: HVAC WEST CAMPUS

Bid #: 04-11063SB-01

Company Name: _________________________________________________________________

Contact Name: _________________________________________________________________

Address: _________________________________________________________________

City/State/Zip: _________________________________________________________________

Phone No.: _________________________________________________________________

Fax No.: _________________________________________________________________

E-Mail Address: _________________________________________________________________

Comments: _________________________________________________________________

_________________________________________________________________

VIII  Non-Collusion Affidavit
NON-COLLUSION AFFIDAVIT

CONTRACT/BID NO. 04-110613SB-01

STATE OF______________________________________     :

COUNTY OF______________________________________     :

I state that I am ___________________________________ of ______________________

>Title)           (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors
and Officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or
   agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this Bid, and neither the
   approximate price(s) nor approximate amount of this Bid, have
   been disclosed to any other firm or person who is a bidder or
   potential bidder, and they will not be disclosed before Bid opening.

3. No attempt has been made or will be made to induce any firm or
   person to refrain from bidding on this contract, or to submit a bid
   higher than this Bid, or to submit any intentionally high or
   noncompetitive bid or other form of complementary bid.

4. The Bid of my firm is made in good faith and not pursuant to any
   agreement or discussion with, or inducement from, any firm or
   person to submit a complementary or other noncompetitive bid.

5. ____________________________________________, its affiliates,
   (Name of My Firm)
   subsidiaries, officers, directors and employees are not currently
   under investigation by any governmental agency and have not in
   the last three years been convicted or found liable for any act
   prohibited by State or Federal Law in any jurisdiction, involving
   conspiracy or collusion with respect to bidding on any public
   contract except as follows:

   ____________________________________________  _____
I state that ________________________________ understands (Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by MONTGOMERY COUNTY COMMUNITY COLLEGE in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from MONTGOMERY COUNTY COMMUNITY COLLEGE of the true facts relating to the submission of bids for this contract.

______________________________
(Name)

______________________________
(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _______ DAY

OF __________________, 20___.

______________________________
Notary Public

______________________________
My Commission Expires
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.