INSTRUCTIONS TO BIDDERS
SERVICES & PERSONAL PROPERTY

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INSTRUCTIONS TO BIDDERS SERVICES & PERSONAL PROPERTY

I. SUBMISSION OF BIDS

SEALED BIDS for Network Switches as identified on the cost and specification page must be received in the Business Office not later than 2:00 p.m. on Wednesday, April 30, 2014.

At 2:30 p.m., on the same day, the bids will be publicly opened and read aloud in College Hall, Room 121, 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: Network Switch
Bid # 08-043014SB-01

on the outside of the envelope.

Bids shall be submitted on the attached Proposal Form properly completed and signed. If bidder is a Corporation, 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.

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 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.

II Designation of Parties

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 "Vendor" shall refer to the successful bidder.

III Bidder's Responsibility

Bidders shall familiarize themselves with all of the bid specifications and addenda thereto and will be held responsible to fully comply therewith.

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.

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 responsive and responsible bidder/bidders 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. In awarding bids, the College shall have sole discretion in determining the lowest responsive and responsible bidder/bidders and shall have the right to take into consideration the following factors, among others, in addition to price:
(i) The character, integrity, reputation and judgment of the bidder.
(ii) The previous and existing compliance of the bidder with the requirements of similar installations.
(iii) The ability, capacity, experience and skill of the bidder to perform the contract. 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 award of the bid/purchase order, the College may cancel the contract/purchase order and, in its sole discretion, either re-bid the work or award a contract/purchase order to the next responsive, responsible bidder.

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 Vendor.

C. Contract/Purchase Order/Documents

Documents shall consist of the form of contract/purchase order, advertisement, instructions to bidders, general conditions, specifications, bidder’s 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 / Vendor's 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**

   Vendor will prohibit employees from smoking or using tobacco products in College Buildings, while on campus.

2. **Sexual Harassment**

B.1. **Motor Vehicle Rules and Regulations**

Vendor must conform to the following College Motor Vehicle Rules and Regulations:

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

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

   - Obtain and display a parking permit from the Public Safety Department.

   Restrict Vehicles to 15 MPH and observe all traffic regulations posted on campus.

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., 340 DeKalb Pike, Blue Bell, PA 19422, 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.

F. Guarantee

1. All equipment furnished under the contract/purchase order shall be guaranteed by the Vendor against defective workmanship and materials for a period of one year from the date of acceptance by the College. During this period, the Vendor 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 Vendor agrees to pay all cost incurred thereby. Said costs may be deducted in whole or in part from the Vendor's bill if said bill has not been paid in full.

1. If a Vendor's guarantee is less than or more than one year from the date of acceptance by the contract/purchase order, the Vendor must specify the terms of the guarantee along with the bid price of the equipment.

G. Materials and Workmanship

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

H. 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, creed or color, religious creed, ancestry, age, sex, national origin, handicap or disability, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No contractor, subcontractor, or any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract/purchase order on account of race, or color, religious creed, ancestry, age, sex, national origin, handicap or disability. Should the College be subjected to any costs or damages as a result of the Contractor's actions which have caused a charge of discrimination, the College shall be indemnified fully for any such losses which would include, but not be limited to damages awarded against the College, its attorney's fees and any other such costs. 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.
I. **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.

**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.

a. **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.