REQUEST FOR INFORMATION

Montgomery County Community College
Procurement Department

Proposal Title: **Enterprise Grade Dedicated Internet Access**

This is Montgomery County Community College’s Request for Proposal No. RFP#14-020414RFP-01, issued January 16, 2014. Direct inquiries for information to: Marie Ryan, Email: mryan2@mc3.edu. **Sealed proposals will be accepted prior to 3:00 p.m., Tuesday, February 4th, 2014.** Proposals received after the stated due date and time shall not be considered.

**(All questions regarding this request for proposal shall be submitted in writing via email to mryan2@mc3.edu,** and to be assured consideration must be received prior to 5:00 p.m., Thursday, January 23th, 2014. Questions may be faxed to the attention of Marie Ryan at 215-641-6516. After reviewing any questions/requests submitted, College will issue an addendum if necessary on the College’s website at [www.mc3.edu](http://www.mc3.edu) and drop down to the bottom of the page and click on purchasing. Changes to this Request for Proposals will be made only by written addendum issued by the College Procurement Department.

Submit Proposals: **BY MAILTO:**
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA  19422

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**
Montgomery County Community College, Procurement Dept., Room 121 - College Hall, 340 DeKalb Pike, Blue Bell, PA  19422

Firms shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum No. ________  Date: ________________  Addendum No. ________  Date: ________________

**Information the Firm deems Proprietary is included in the proposal response in the separate section of the response identified immediately below. See page five, paragraph B for additional information.**
All proposed exceptions to College’s CONTRACT and to the General Terms and Conditions included in this Request for Proposals are included in the section identified immediately below. See page five, paragraph C for more information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Firm in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Firm: ____________________________________________

Mailing Address: ___________________________________________________

Remittance Address (If Different): _______________________________________

__________________________________________________________

Fed ID OR Soc. Sec. No. ______________________ Date: _____________________

Phone: (__) ___________ Fax: (__) ___________

Signature: _______________________________________________________

(Person signing must be authorized to bind the Firm in contractual matters)

Title: ____________________________ (Applicable to Partnership/Corporation)

Typed/Printed Name: ____________________________________________

INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name

_____ Individual Trading Under Trade Name

(Individual and Trade Name must be listed below as “legal name”)

_____ Partnership

_____ Corporation

CORPORATE SEAL:

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An original, so marked, and 4 copies, so marked, for a total of 5 of your proposal document are required. Submit proposals in a sealed envelope, and put the RFP number, title, due date and time on the outside of the envelope. Firms are responsible for having their proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, College will notify the Firm 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 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 Firm or in any way restrain or restrict competition. All responsible Firms are encouraged to submit proposals.

B. SUBMISSION OF PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Firm in connection with this procurement transaction shall not be subject to public disclosure; however, the Firm 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. **Firms 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. Firms 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.

C. USE OF CONTRACT FORM, GENERAL TERMS AND CONDITIONS

1. College’s standard contract document is included in **APPENDIX A**.

2. College's standard contract document and this Request for Proposals contain terms and conditions that College favors and intends to use for the resultant contract. If the Firm has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Firm’s proposal response. Any Firm receiving a contract award shall be required to execute a contract in substantial compliance with College’s standard contract and will be required to furnish an original Certificate of Insurance and all other required contact documents within fifteen days after receipt of notification that the contract is ready for signature; otherwise, College may award the work to another Firm.

3. **Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Firm's obligations. Firms who take exception to mandatory provisions will be requested to withdraw the exception(s). Firms not agreeing to withdraw exceptions to mandatory provisions may be deemed nonresponsive or may receive a lower evaluation score.**

D. FIRM CERTIFICATIONS

1. By submitting its proposal response, the Firm 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 response 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 College.

2. By submitting its proposal response, the Firm 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 Firm, 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.

E. OTHER

1. College will not be responsible for any expense incurred by any Firm in preparing and submitting a proposal response. All proposals submitted will become the property of College.

2. Proposals having any erasures or corrections must be initialed by the Firm in ink.

II. GENERAL INFORMATION

A. PROPOSED SCHEDULE OF IMPLEMENTATION

** The College retains the right to adjust or revise the referenced implementation schedule.

<table>
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<th>Schedule of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 16, 2014</td>
<td>Issue Request for Proposals</td>
</tr>
<tr>
<td>January 23, 2014</td>
<td>Questions due back to College</td>
</tr>
<tr>
<td>February 4, 2014</td>
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</tr>
</tbody>
</table>

III. SCOPE OF SERVICES

A. PROJECT OBJECTIVE

Montgomery County Community College is seeking to attain information and pricing for dedicated Internet access to either directly replace our existing service, extend our service, or provide a secondary alternate Internet service. Montgomery County Community is an educational institution with multiple locations throughout Montgomery County, Pennsylvania. The college is looking to increase reliability and support the high demand of Internet traffic throughout our organization. As a leading community college in technology integration, opportunities are available to debut the latest in Internet connectivity with the lowest latency for this proposal.

B. TERM OF CONTRACT

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section V-Contract Terms and Renewal. The Contract period will be for a three (3) years term, after which, can be converted to a month-to-month contract. Vendors are advised, Montgomery County Community College DOES NOT participate in E-Rate.

C. SCOPE OF WORK

Must be a Tier 1 Internet Service Provider (ISP) or be a Tier 2 ISP with at least (3) Tier 1 ISP peers, supporting documentation that justifies link connectivity, and ability to provide (2) physical handoff connections from separate switching/routing equipment. ISP’s should be able to provide diverse paths of entrance into LightTower Colocation facility, located at 401. N. Broad Street #Suite 450, Philadelphia, PA.
ISP should have presence or be able to provide presence of their ISP service at the LightTower 401 N. Broad Street Philadelphia, PA colocation “Meet-Me” suite #450.

The provided Internet service should include the minimum capability of 300Mbps synchronous bandwidth with growth ability up to 10Gbps. Physical handoff for service should be in the form of duplex single mode (LC) connector with 1Gbps (full-duplex) port connectivity, or that of the requirements LightTower requests. ISP should have the ability to increase bandwidth on-demand, up unto port physical port speed is reached and provide burstable speeds if so desired.

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.

Have the ability to maintain adequate files and records and meet statistical reporting requirements.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least three (3) years’ experience providing this type of service.

The proposal must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the proposal or by any third-party provider outside of the contracts we have in place with LightTower colocation.

The pre-discount cost and description of all services and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost.

A complete description of the service must be attached to, or submitted with, these costs.

The proposed contract must clearly specify the terms of the contract.

Internet Service Provider (ISP) must include a signed contract with the terms of their proposal delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term.

ISP is required to acknowledge all terms of the RFP. If ISP is unable to comply with any specific item in this RFP, a list of detailed exceptions must be provided with the submission of the proposal. If exceptions are not indicated, then full compliance with requirements of the RFP will be assumed.

ISP must include any addenda at the time of submission of the proposal. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the proposal.

The successful ISP shall provide and install all equipment, materials, and/or services enumerated. Any equipment or services required to provide a complete and operational system will be provided by ISP, regardless if the equipment or service has been specifically itemized in the proposal response.

ISP must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. The college reserves the right to approve all sub-Contractors for the commencement of work.
ISP must provide a current copy of the SLA for the services being recommended along with a clear, service level compensation table that outlines credits for fault conditions.

The provider must have 24 hours a day, 7 days a week and 365 days coverage for technical assistance and/or help desk facilities.

The provider should produce a web portal for service requests, bandwidth utilization / historical reporting, and system status.

The provider will provide a single point of contact for NOC level technical personnel to assist with network related issues.

ISP’s are required to describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational. Alternate routing or fallback arrangements must meet the standards and requirements set out herein.

ISP’s should provide any service outage dates / reasons / length from the past (5) years of similar customers within the Mid-Atlantic Region.

**Operational Requirements / Service Levels**

The desired Internet Access / Port shall be a non-metered dedicated line service supporting high-speed Internet access with the following required parameters:

- **Minimum average availability:** 99.999% (contiguous 7-day period)
- **Minimum available bandwidth:** 300Mbps
- **Maximum available bandwidth:** 10,000Mbps
- **Maximum latency:** 5ms between customer edge and ISP edge
- **Availability:** 24 hours per day, 7 days per week, 366 days a year
- **Customer Interface (hand-off):** 1Gbps SMF with capability to 10Gbps SMF
- **External Dynamic Routing:** BGP with full Internet Routes
- **Internal Dynamic Routing:** BGP, OSPF, and Static
- **Monitoring:** Internet port and access monitoring 24 hours x 7 days x 366 days per year
- **Maintenance:** Maintenance periods shall not cause more than (2) service affecting events in any calendar month. All maintenance schedule shall be communicated to the named college technical contact via e-mail no less than 24 hours prior to the start of the maintenance period. Selected maintenance periods shall be
limited to the hours from 1:00 A.M. EST to 5:00 A.M. EST, or
to the best of their ability.

Environment
The components of the college’s network are listed below to better understand our environment.

Class C Address Space
Assignee: Montgomery County Community College
- 192.245.50.0/24

Current ISP
ISP Name: Cogent
- Bandwidth: 300Mbps
- Handoff: SMF Duplex

Dynamic Routing Protocols
- Full BGP
- AS Number: AS32744

Equipment
Internet Handoff Location
- Cisco Catalyst 3750-X Stack

IV. PROPOSAL PREPARATION

A. General

1. The proposal response should address the items included in the Scope of work and should address
   the complete cost of the Scope of work. Proposals should be prepared simply, providing
   straightforward and concise responses to requests for information and descriptions of
   qualifications and capabilities. Each copy of the proposal should be bound with all
   documentation in a single volume where practical. Failure to do so will result in a lowered
   evaluation. Incomplete proposals may be determined nonresponsive.

2. Each page should be numbered (preferably sequentially through proposal response).

3. Each of the following items should start on a new page, providing as much pertinent information
   as necessary.

B. Title Sheet

Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGES of this
solicitation and include it at the first of your proposal response. The name on the Title Page must be the
full legal name of the Firm and the address must be that of the office which will have the responsibility
for the services provided. Firms shall specify the section(s) containing trade secrets or proprietary
information and section(s) containing exceptions.

C. Table of Contents
D. Project Methodology

Provide a complete description of the proposed methodology for implementation of and providing the required services under this contract.

E. Project Schedule

Provide a time line and schedule for implementation of this contract highlighting critical points in the process.

F. Experience of the Firm in Providing This Service

1. Include a brief statement of the Firm’s experience in providing the services stated in the Scope of Services. If any sub-Firms will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract.

2. Include a list of clients for which work similar or related to that called for in this solicitation by identifying the clients for which your Firm or its members, while employed with your Firm or elsewhere, have provided services in the past three years.

3. Please provide specific information of your Firm’s organization structure, personnel and resources dedicated to advising services.

4. Give an overview of current workload, the priority to be assigned for oversight of College projects and staffing available relative to the Firm’s ability to respond to College’s requests for services on an “as needed” basis.

G. References

Provide a list of five clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and the person the College may contact.

H. Fees/Compensation

1. Project
2. Any other costs

I. Insurance

The Firm shall be required to maintain in force such insurance, in amounts acceptable to MCCC, as will protect himself and College from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subFirms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent Firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Firm shall furnish College with an original Certificate of Insurance upon request. The Certificate should name College as additional insured. The Firm shall notify College at least 30 days prior to policy cancellation, non-
renewal or reduction of coverage.

J. Other Information

1. Include other relevant information the Firm deems necessary to provide the services needed to successfully complete the Scope of Services or which the Firm feels are relevant to its selection.

2. Based on the information provided in this Request for Proposal, the Firm should identify what might be expected from College over and above general assistance.

3. Contractual information, see the section titled Contract Form, General Terms and Conditions.

V. CONTRACT TERM AND RENEWAL

The initial term of this contract shall be for a three-year term. After the initial three year contract the contract will continue on a month-to-month at the discretion of the College.

VI. GENERAL TERMS AND CONDITIONS

A. Independent Firm

The Firm is an independent Firm and nothing contained in the CONTRACT shall constitute or designate the Firm or any of its agents or employees as employees of College.

B. Rejection And Award of Proposals

College reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Firms if so stated in the method of award section. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Firm. College reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

C. Withdrawal of Proposals

1. A Firm may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

2. By submitting a proposal response, the Firm agrees that the proposal response will not be withdrawn for a period of 120 days following the due date for proposal responses.

D. Contract Termination

1. Unless specified otherwise, any resultant contract may be terminated by College, in whole or in part, whenever College determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Firm as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Firm shall be paid for all goods delivered or services successfully completed prior to the termination date.

2. Any resultant contract shall terminate immediately upon exhaustion of properly appropriated funds should the Board of Supervisors fail to appropriate sufficient funds for its continuation.
E. Ownership of Documents

1. 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 Firm under any resultant contract shall, at the option of College, become County property and shall be delivered to and remain the property of College upon completion of the work or termination of the Contract. College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Firm.

2. Any documents provided to the Firm by College shall be returned to College upon request.

F. Licenses And Permits

The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by College.

G. Royalty And License Fees And Copyright, Trademark And Patent Protection

1. In submitting its proposal response, the Firm 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.

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

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

H. Taxes

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 Firm 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 College and the Firm, as the taxes shall be an obligation of the Firm and not of College, and College shall be held harmless for same by the Firm. Exemption certification will be supplied upon request.

I. Contract Changes

Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. College will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

J. Payment For Services

Payments to the Firm shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to College.
The Firm's records and documentation supporting such invoices shall be made available to College upon reasonable request. The Firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

K. Compliance With All Requirements

The Firm shall comply with all applicable Federal, State and Local laws, codes and regulations. The Firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

L. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for compulsory arbitration as provided by Montgomery County Civil Rule 1301.

M. Additional Services

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 Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

N. Subcontracting And Assignment Of Work

The Firm shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of College. A description of any work the Firm proposes to subcontract shall be submitted to College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed sub-Firm. This submittal shall also include a list of the key personnel that the sub-Firm will assign to the project. All work performed by any sub-Firm shall be coordinated by the Firm and the Firm will be responsible to College for all work performed by any sub-Firm or special consultant.

O. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to College shall be given to Montgomery County Community College, Vice President for Finance & Administration, 340 DeKalb Pike, Blue Bell, PA 19422. The Firm agrees to notify College immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

P. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

Q. Nondiscrimination

If the resultant contract exceeds $10,000, during the performance of the contract, the Firm agrees as follows:
1. The Firm 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 Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm is an equal opportunity employer.

3. 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.

4. The Firm will include the provisions of the foregoing paragraphs T.1., T.2., and T.3. in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-Firm or vendor.

R. 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.

Marie Ryan
Manager of Procurement
215-641-6688

APPENDIX A
SAMPLE FORM CONTRACT

RFP #14-020414RFP-01

THIS CONTRACT is entered into ___________ , 2014, by MONTGOMERY COUNTY COMMUNITY COLLEGE ("MCCC"), and ________________________________ (“the Firm”).

The parties agree that in consideration of the attached fee schedule, the Firm will perform all services and deliver all goods in accordance with the requirements described in Request for Proposal RFP#14-020414RFP-01 , dated January 16, 2014.

Contract documents, in addition to this CONTRACT and the above referenced Request for Proposal RFP#14-020414RFP-01, are the Certificate of Insurance and the proposal documents of the Firm, dated ____________.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This
CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

MCCC agrees to make payment to the Firm for goods and services provided, as follows: Payments to the Firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month.

The signatures and seals of the parties are set out below in acknowledgment of this agreement.

MONTGOMERY COUNTY COMMUNITY COLLEGE

By: ____________________________ (SEAL)

Date

Karen A. Stout
President

FIRM

By: ____________________________ (SEAL)

Date

Signature

Typed or Printed Name

Title

COMMONWEALTH OF PENNSYLVANIA,
CITY/COUNTY OF ______________________, to-wit:

The foregoing instrument was acknowledged before me this ______ day of _____________, 2005, by

____________________ on behalf of ________________________.

My commission expires: __________________

Date Notary Public