

# Montgomery County Hospital District

## Specification Download Acknowledgement

### Request for Bid or Proposal 12 Ton Air Conditioner System for Main Distribution Frame (MDF) Room-2017

#### Vendor Responsibilities

- Vendors must download and complete any addendums
- Vendors must submit responses in accordance with requirements stated on cover of document

Montgomery County Hospital District will not be responsible for inaccurate or incomplete specifications and/or addenda pertaining to any bid/proposal that is received electronically.

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Legal Name of Contracting Company

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Contact Person

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Complete Mailing Address

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Telephone Number

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Fax Number

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Email Address

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Signature

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Date

May 23, 2017

MONTGOMERY COUNTY HOSPITAL DISTRICT  
INVITATION TO  
BID

Sealed bids (original and one copy) will be received in the Montgomery County Hospital District, Attn: Melissa Miller, COO, 1400 S. Loop 336 West, Conroe, Texas 77304 until noon, June 22, 2017. Bids will be publicly opened at 12:15 p.m. for the following:

12 Ton Air Conditioner System for  
Main Distribution Frame Room-2017

Prospective bidders may obtain specifications via download at the MCHD website:  
[www.mchd-tx.org](http://www.mchd-tx.org).

All bids shall be submitted on the basis of unit pricing as provided in the bid specifications. Payment to successful bidder shall be net thirty (30) days after receipt of products, materials, services or invoices, whichever is later unless otherwise stated in specifications.

The right is reserved, as the interest of Montgomery County Hospital District CEO or Board of Directors may require rejecting any one or all bids and to waive any informality in bids received. All bids received after the above designated closing time will be returned unopened.

Montgomery County Hospital District is an Affirmative Action/Equal Opportunity Employer.

Vendors are responsible for monitoring the MCHD website at [www.mchd-tx.org](http://www.mchd-tx.org) for any Addenda which may be issued.

For questions relating to the specifications or the submission of this bid, contact Melissa Miller via email at [mmiller@mchd-tx.org](mailto:mmiller@mchd-tx.org) and use AC for MDF 2017 in the subject line.

Sincerely,

Melissa Miller, COO

# BID PACKAGE CHECK LIST

Only items marked with an "X" are applicable to this bid.

Bidders should review the Package thoroughly.  
If additional information is needed, contact MCHD at 936.523.1191.

**Bidder must check each task as it is completed.**  
**Include this form with the appropriate bid documents.**

Required		../	Required		../
<b>X</b>	<b>BID FORMS</b> Must be completed and signed in ink. Failure to do so may cause Bids to be rejected.		<b>X</b>	<b>GENERAL REQUIREMENTS AND TERMS</b> Bidder should be familiar with all General Requirements and Terms.	
	<b>BID BOND REQUIREMENTS</b> This Bond applies to certain Bids as stated in Montgomery County Terms and Conditions.			<b>FINANCIAL AND QUALIFICATIONS STATEMENT</b> If marked with "X", failure to include may cause Bids to be rejected.	
<b>X</b>	<b>CONTRACT</b> This Contract should be signed by an officer or authorized representative at time of submission. Contract is not binding until countersigned by Montgomery County Hospital District CEO and/or Board Chair.		<b>X</b>	<b>SUBMITTING PROCEDURE</b> Sealed envelope containing bid documents must be marked with the following: Company Name      Opening Date Project Title	
<b>X</b>	<b>DISCLOSURE OF INTERESTED PARTIES</b> Disclosure of Interested Parties (Form 1295) must be completed, signed and notarized. Failure to do so may cause Bids to be rejected.		<b>X</b>	<b>W-9 SUBMITTAL</b> Bidder should include a current W-9 with submittal. Failure to do so may cause Bids to be rejected.	

It is the bidder's responsibility to be thoroughly familiar with all Bid Requirements and Specifications.

# CONTRACT

## MONTGOMERY COUNTY SPECIFICATIONS FOR

### SCOPE:

It is the intent of Montgomery County Hospital District to purchase and install one (1) Liebert DS042ADAOE1994A (12 Ton) air cooled down flow system and one (1) Liebert MCM110E8ADA349 which meet or exceed the specifications contained herein.

### GENERAL REQUIREMENTS:

Two sets (*1 original and 1 copy*) of the bid shall be submitted. Original bid shall be clearly marked "ORIGINAL" and contain all original signatures.

If applicable, when "Extended Prices" and/or "Grand Total" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.

Specifications may reference name brands and model numbers. It is not the intent of MCHD to limit or restrict bids, but to establish a desired level of quality, service, and performance.

Pricing must be all inclusive.

Bidders will fill out the bid form in its entirety. Failure to do so may result in bid disqualification.

It is the responsibility of the bidders to monitor the MCHD website at [www.mchd-tx.org](http://www.mchd-tx.org) for any addenda that may be issued pertaining to this bid

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detail description shall be the vendor's responsibility in the bid price.

If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

### EVALUATION:

Compliance with all bid requirements, delivery including installation date, pricing, warranty and the needs of the using department will be considered when evaluating bids.

DELIVERY:

Unless otherwise noted delivery and installation of the system ordered must be completed within one hundred twenty (120) calendar days after receipt of purchase order issued by the Montgomery County Hospital District. Installation will occur at the Montgomery County Hospital District, 1400 S. Loop 336 West, Conroe, TX.

While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss.

MONTGOMERY COUNTY HOSPITAL DISTRICT RESERVES THE RIGHT TO INSPECT ALL ITEMS BEFORE ACCEPTING AND TO RETURN ALL ITEMS THAT DO NOT FOLLOW THESE SPECIFICATIONS.

GENERAL INFORMATION:

Please email Melissa Miller, [mmiller@mchd-tx.org](mailto:mmiller@mchd-tx.org) with any questions relating to these requirements. When inquiring about this bid, please include 12 Ton Air Conditioner System for MDF-2017 in the subject line.

Montgomery County Hospital District reserves the right to accept or reject all or any part of the bid submitted.

Payment Terms: Net 30 after receipt of product(s), material(s), service(s), installation(s) or invoice(s), whichever is later.

In addition to all other warranties, whether expressed or implied herein, Vendor warrants to MCHD that items and/or services furnished hereunder will be of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the bid. Items and/or services not conforming to these requirements shall be deemed defective.

Bidders will fill out the following bid form in its entirety. Failure to do so may result in bid disqualification.

**BID FORM COMPLETION:**

Fill out, enter Company Name on each page and return to the Montgomery County Hospital District Chief Operating Officer, two sets (1 original and 1 copy) of the completed bid form.

The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error, date and initial each change.

**REQUIRED EQUIPMENT:**

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Bid must meet or exceed the following specifications. Unit wiring will be done by a licensed electrician at MCHD's expense.

**SPECIFICATIONS and SCOPE:**

- Supply and install (1) Liebert DS042ADAOE1994A (12 ton) air cooled down flow system
- Supply and install (1) Liebert MC Air cooled microchannel condenser input supply voltages of 460, 3 phase, 60 HZ Model: MCM110E8ADA349
- Flash in (1) set of equipment supports on roof, supply crane and rigging to set condenser on roof.
- Secure condensers to equipment supports
- Run (2) sets of refrigerant lines between AHU and condenser of the roof
- Set floor stand and cut in floor tile around unit
- Run drain lines
- Leak test units, evacuate and charge, place units into operation
- 5 year compressor warranty

Standard Warranty: Liebert 12 ton air cooled down flow system (State Length of Time/Coverage):

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Standard Warranty: Liebert MC Air cooled microchannel condenser input supply voltages of 460, 3 phase, 60 HZ Model: MCM110E8ADA349 (State Length of Time/Coverage)

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Have all Bid Specifications been met? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, *explain*: \_\_\_\_\_

Please specify:

Delivery and Installation to be started \_\_\_\_\_ days after order is placed.

Installation and start-up to be completed \_\_\_\_\_ days after job started.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MONTGOMERY COUNTY HOSPITAL DISTRICT  
STANDARD PURCHASE TERMS AND CONDITIONS

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE FOR FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.

1. **BID FORM COMPLETION:** MONTGOMERY COUNTY HOSPITAL DISTRICT is aware of the time and effort you expend in preparing and submitting bids. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the District's business.

Fill out completely and return the number of copies specified per the Invitation to Bid in a sealed envelope properly marked with NAME OF BID ITEM and clearly stating DO NOT OPEN IN MAIL ROOM. Original bid shall be clearly marked "ORIGINAL" and contain all original signatures.

Bidder shall provide with the bid response, all documentation required herein. Failure to provide this information may result in rejection of bid.

2. **LUMP-SUM OR UNIT PRICE METHOD:** A purchase may be proposed on a lump-sum or unit price basis. If the District chooses to use unit pricing in its notice, the information furnished bidders will specify the approximate quantities estimated on the best available information, but the compensation paid the bidder will be based on the actual quantities purchased.

Extended totals and/or the sum of all extended totals will be used for evaluation purposes. Where there is an error in the extension of prices, the unit price shall govern. Vendors shall take due care when extending prices.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:
  - a) Have adequate financial resources, or ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Be otherwise qualified and eligible to receive an award.

Montgomery County Hospital District may request representation and other information sufficient to determine Bidder's ability to meet the minimum standards listed above.

4. **REFERENCES:** Montgomery County Hospital District requests Bidders to supply, in response to this Invitation to Bid, a list of at least three (3) references where like services have been supplied by the bidder. Include name of firm, contact person, address, telephone number and fax number. A negative reference can result in a vendor not receiving a bid award.
5. **AWARD:** Montgomery County Hospital District reserves the right to award the contract to the LOWEST, BEST AND MOST RESPONSIBLE BID in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject all bids or require new bids if deemed in the best interest of the County. By law, MCHD is not obligated to accept a non-compliant low bid. MCHD reserves the right to award bids on the lump sum or "unit price" basis, whichever is deemed in the best interest of the District. Alternate bids will not be accepted.

To obtain results, or if you have any questions, please contact the Melissa Miller at (936) 523-1191.

6. **CONTRACT FULFILLMENT:** Bidders shall fill in and sign the attached contract, and attach a copy of



vendor's Assumed Name Certificate or Corporate Certificate, or supply sufficient proof of the existence of such Certificate, in order for your bid to meet Bid Requirements.

This bid, when properly accepted by Montgomery County Hospital District, shall constitute a contract equally binding between the successful Bidder and Montgomery County Hospital District. No different or additional terms will become a part of this contract, with the exception of Change Orders. Upon acceptance and approval of the Montgomery County Hospital District, this bid and its contents become part of the contract between the awarded vendor(s) and Montgomery County Hospital District for the *time* period designated. Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for the District. All supplemental agreements are subject to approval of the Chief Executive Officer and/or Board of Directors. Binding agreements shall remain in effect until all products and/or services covered by this contract have been satisfactorily delivered and accepted. If the contract is intended to cover a specific time period, said time will be noted in the specifications. If a bid bond is required, it will be requested in the package.

7. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Chief Operating Officer and approved by the Chief Executive Officer and/or Board of Directors.
8. **PRICING (if applicable):** Prices for all goods, and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. All prices must be written in ink or typewritten. Pricing on all transportation, freight or other charge is to be prepaid by the contractor and included in the bid prices, unless otherwise agreed to by both parties. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant costs, or forfeit the right to payment. Payment to Bidder by County in such cases will be made on a "pay as you go basis, if a term contract. The delivery ticket shall be submitted to the using department after deliveries are made. Subsequent payment will be made in the regular course of County disbursement. All invoices shall be mailed directly to the Montgomery County Hospital District A/P, P.O. Box 478, Conroe, TX, 77305.

If during the life of the contract, the successful Bidders net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

9. **DELIVERY:** The successful Bidder shall not deliver products or provide services as part of this contract without a Montgomery County Hospital District Purchase Order signed by the Chief Executive Officer. Successful Bidder shall not deliver products or services which exceed the amounts specified on the Purchase Order. All items shall be shipped FOB INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include delivering merchandise to the appropriate address stated in the bid. Generally, deliveries may be made between 8:30a.m. and 4:00p.m. Monday through Friday, except during the noon hour.

Bidders are advised to consult the using department for instructions. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the bid sheet. Any special information concerning delivery from the Bidder should also be included, on a separate sheet if necessary, or under the Comment Section.

All delivery and freight charges (FOB Montgomery County destination) are to be included in the bid price.

10. **PACKING SLIPS:** Packing Slips or other suitable shipping documents shall accompany each special order shipment and shall show:
  - a) name and address of successful Bidder;
  - b) name and address of receiving department and/or delivery location;

- c) Montgomery County Hospital District Purchase Order Number or Release Number;-and
  - d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
11. **TERMINATION:** During the term of the contract, District retains the right to immediately cancel any agreement between the parties hereto should goods, materials, or services supplied by Bidder not meet specifications. County also retains the right to cancel the contract due to budget restraints. In any case, District may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.
  12. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Hospital District Board of Directors, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.
  13. **RECORDS:** Contractors shall maintain records for one year after project has been accepted by Montgomery County Hospital District.
  14. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of County to limit or restrict bids, but to establish the type and desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them. Any reference to model and/or make/manufacture used in Bid Specifications is descriptive, not restrictive. Bids on items of like quality will be considered. District shall act as sole judge in determining equality and acceptability of items offered. Design, strength, and quality of materials must conform to the highest standards of manufacturing practice. To qualify an item as equal to that specified, the Bidder shall submit evidence that the material is equal in quality, workmanship, performance, etc.
  15. **COLOR SELECTION:** The determination of colors of woods, vinyl, fabrics or any other materials is a right reserved by the District unless otherwise specified in the bid. When colors are not specified, a color chart must be provided. If the Bidder fails to get color approval prior to delivery of merchandise, the District may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
  16. **INSPECTIONS:** MCHD reserves the right to inspect any item(s) or service location for compliance with specifications and requirements. When requested, demos or samples shall be furnished free of expense to Montgomery County Hospital District. If a Bidder bids on an item and cannot furnish a sample of said item for review, MCHD reserves the right to reject the offer as inadequate.
  17. **TAXES:** MCHD is a political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to Bidder upon request. County is subject to Federal Excise Tax.
  18. **LICENSES:** Seller is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under the contract, including ensuring that any drivers employed by Bidder are properly licensed.
  19. **ASSIGNMENT:** MCHD shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of MCHD's obligations hereunder, no further liability or obligation shall thereafter accrue against MCHD. The successful Bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Hospital District CEO or appointed agent.
  20. **WARRANTY:** Successful Bidder shall warrant that goods, materials, or services delivered to MCHD shall conform to the proposed specifications and/or all warranties as set forth therein and stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Bidder shall furnish all data pertinent to warranties or guarantees which apply to items in the bid.

Items supplied under this contract shall be subject to MCHD's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the County. If item is not picked up within reasonable time after notification, the item will become a donation to the County for disposition.

21. NOTICE: All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.
22. SAVINGS CLAUSE: Notwithstanding any of the terms and provisions hereof being in violation of, or prohibited by, any law, statute or ordinance of the United States, or County, or municipality, such terms and provisions shall be deemed severable without right in such instance to have such offending clause herein reformed to comply with the applicable law, both parties hereby agreeing to act in good faith with diligence to reasonably effect such reformation.
23. WAIVER: The failure of either party hereto, in any or more than one instance, to insist upon the performance of any other terms, covenants, or conditions of this Agreement or to exercise any right or privilege, or the waiver by either party of any breach of any of the terms, covenants, or conditions of this agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
24. INDEPENDENT CONTRACTOR: Bidder enters into this agreement with the status of an independent contractor and is to adopt its own means and methods to accomplish this agreement; MCHD only controlling the end result of the agreement, but not the manner in which the result is achieved.
25. TEXAS LAW: This agreement will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas.

Bidders must comply with all federal, state, county and local laws concerning these types of services.

26. POLLUTION: Bidder agrees to comply with all State and Federal regulations and laws pertaining to pollution control and prevention.

Material Safety Data Sheet(s) must be furnished, as required by law, if applicable to the product/service being sold.

27. TORT CLAIMS: MCHD shall be responsible for the acts or failure to act of its employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act.
28. INDEMNIFICATION: The parties agree that under the Constitution and Laws of the State of Texas, MCHD cannot enter into a contract whereby it agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

**BIDDER AGREES TO DEFEND AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, AND ALL LOSS, DAMAGE OR INJURY, OR DEATH RESULTING THERE FROM, TO BIDDER'S PROPERTY OR PERSONNEL, OR THE PROPERTY OR PERSONNEL OF SUBCONTRACTORS OF BIDDER ARISING OUT OF OR IN CONNECTION WITH AND DURING THE OPERATIONS UNDER THIS AGREEMENT. BIDDER IS TO MAINTAIN SUFFICIENT INSURANCE COVERAGE ON IT'S PERSONNEL AND PROPERTY, AND REQUIRE**

IT'S SUB CONTRACTORS TO MAINTAIN SUFFICIENT INSURANCE TO COVER THE ABOVE EVENTUALITIES.

29. SPECIFICATIONS: In the event any conflict arises between Bid Specifications approved by the County and the final approved Contract, the Bid Specifications shall rule and take precedence.

The apparent silence of these Specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

30. INSURANCE: MCHD may request Bidder to provide, before award, Certificates of Insurance relating to categories of insurance:

- a) Workers' Compensation
- b) Comprehensive General Liability Insurance
- c) Automobile Liability Insurance

Montgomery County requires the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

31. LATE BIDS: Bids received by Montgomery County Hospital District after submission deadline will be considered void and unacceptable. MCHD is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp at the receptionist desk shall be the official time of receipt.

32. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

33. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor after submission, without the permission of MCHD.

34. CONFLICT OF INTEREST: Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the District to disclose:

- a) an employment or other business relationship with an officer of the District, or a family member of the officer that results in the officer or family member receiving taxable income; or
- b) any gift or gifts to an officer of the District, or a family member of the officer, that have an aggregate value of more than \$100 (one hundred dollars) during the preceding twelve month period. Gifts of food, lodging, transportation, or entertainment, which an officer or family member accepted as a guest, need not be disclosed.

35. ADDENDA: Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by Addenda. Sole issuing authority of Addenda shall be vested by Montgomery County Hospital District CEO. Addenda will be mailed or faxed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of the Addenda.

36. COMMENTS: All bids meeting the intent of this Invitation to Bid will be considered for award. The absence of any comments shall indicate that the Bidder shall perform said services in strict accordance with the specifications of the invitation. MCHD reserves the right to accept any and all, or none of the comment(s), as deemed to be in the best interest of Montgomery County Hospital District.

37. **INTERLOCAL PARTICIPATION:** Additional governmental entities may purchase from this bid, contingent upon mutual agreement between vendor and other governmental entities. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
38. **CONFIDENTIALITY:** Any material requested to be considered as CONFIDENTIAL in nature must be placed in a separate envelope clearly marked CONFIDENTIAL; provided, such as material may ultimately be considered to constitute public information under the Texas Public Information Act. If MCHD receives a request from a third party for information marked confidential, it will promptly notify the bidder of such request and will seek a determination from the Attorney General on whether such information must be released. If items are not placed in an envelope and marked CONFIDENTIAL, MCHD will not be liable for disclosing the information or seeking a determination from the Attorney General on whether such information is protected from disclosure.
39. **SCANNED OR RE-TYPED RESPONSE:** If in its response, offeror either electronically scans, re-types or in some way reproduces the published bid package, then in the event of any conflict between the terms and provisions of MCHD's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, MCHD's bid package as published shall control. Furthermore, if an alteration of any kind to MCHD's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.
40. **DIGITAL FORMAT:** If offeror obtained the bid specifications in digital format in order to prepare a response, the bid must be submitted in hard copy according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to MCHD's published bid specifications, MCHD's bid specifications as published shall control. Furthermore, if an alteration of any kind to MCHD's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

## REFERENCES

1. COMPANY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_