

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
Request for Proposal
07-51: CUSTODIAL SERVICES – HARRISBURG MID-TOWN

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to 717/780-2325 upon receipt.
Please also include this page with your response.

Vendor Name: _____ Contact Name: _____
Address (include city, state, zip): _____

Phone: _____ Fax: _____ Email: _____

Check One: **We will** _____ **Will Not** _____ be responding to this RFP.

If not responding, please explain briefly: _____

Dates:

Date of Issue: **Tuesday – June 12, 2007**

Deadline for Questions: **Wednesday – June 20, 2007 – by 11:30AM**

Responses to the Questions: **Thursday – June 21, 2007 – by 4:30PM**

Submit Notice of Intent to Submit Proposal Due Date: **Monday – June 25, 2007 – by 3:00PM**

PROPOSAL DUE DATE: **Wednesday – June 27, 2007 – by 11:00AM**

Board Meeting: **Tuesday, July 17, 2007** (Please note: Final official bid results will be released after this date. All vendors who respond to the RFP will receive an award notification letter in the mail within one week of this date.)

HACC Information and Proposal Delivery:

Address: Purchasing Office/W130

One HACC Drive
Harrisburg PA 17110-2999

Contact: Garry Crider, Director of Purchasing
Or Sue Davis, Purchasing Technician

Phone: 717/780-1164

Fax: 717/780-2325

Request For Proposal
Harrisburg Area Community College
#07-51
for

CUSTODIAL SERVICES - HARRISBURG MID-TOWN
for

HARRISBURG AREA COMMUNITY COLLEGE
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS:

Wednesday – June 27, 2007 – 11:00AM

PROPOSALS MUST BE DELIVERED TO:
HARRISBURG AREA COMMUNITY COLLEGE
PURCHASING AND BUSINESS SERVICES
ONE HACC DR
HARRISBURG, PA 17110

For information concerning the RFP process, required format and the schedule of activities,
Please direct questions to:

Garry Crider, Director of Purchasing
Harrisburg Area Community College
Purchasing and Business Services
Harrisburg PA 17110
Telephone: 717-780-1164

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1. KEY DATES

Important dates including proposal deadlines are shown below. Formal addendum to this RFP will be issued to the Proposers notifying of any changes to these dates. Dates indicated are tentative and may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Proposers and/or additional information requested after the Proposal Opening.

ACTIVITY	DATE & TIME
a. Advertisement	Tuesday – June 12, 2007
b. Deadline for Questions	Wednesday – June 20, 2007 By 11:30AM
c. Responses to Questions due back to bidders	Thursday – June 21, 2007 By 4:30PM
d. Submit Notice of Intent To Submit Proposal Due	Monday – June 25, 2007 By 3:00PM
e. Deadline to Submit Proposals	Wednesday – June 27, 2007 By 11:00AM
f. Proposal Opening	Wednesday – June 27, 2007 11:30AM
g. Award of Contract	After Tuesday – July 17, 2007 BOT Meeting

2. PROPOSAL SUBMISSION CONTENTS

Proposals must include all information required by the following sections:
(Reference Section VI)

- a. Cover Letter
- b. Description of Qualifications
- c. Contractor History
- d. Cost Proposal

3. DEFINITIONS

The following terminology shall be used throughout this Request for Proposal.

campus-Harrisburg Area Community College Campus, Harrisburg PA

contract-shall be used herein to refer to the purchase order(s) generated by the final award.

Contractor shall be used herein to refer to the Vendor receiving the final award.

Purchaser-Harrisburg Area Community College

response or proposal-as used herein shall be understood to mean the written proposal to provide services.

RFP-Request for Proposal

College-Harrisburg Area Community College, Harrisburg, PA

Vendor, Bidder, Contractor, Proposer, Supplier-as used herein shall be understood to mean the company, firm or corporation formally submitting a response to this RFP.

I. PROGRAM REQUIREMENTS

A. PURPOSE

Harrisburg Area Community College formally invites responses to provide information to be used in the decision to procure Custodial Services at our Harrisburg Mid-Town Site. The College reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal(s) and to award the contract in the best interests of the College.

All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of an Offerors response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by an Offeror may be grounds for rejection of the Offerors proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by the signature of its authorized representative on the execution of proposal page contained herein.

B. PROJECT PRICE CHANGES

Any changes in project workscope that alters costs must have prior approval from the Vice President for Finance and College Resources.

Harrisburg Area Community College Director of Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements.

C. CONTRACT STANDARDS

After the Contract(s) are awarded (see award of Contract below) it will be the Contractor representative's responsibility to confirm with the College's authorized representatives, whether or not there is correct and sufficient funds available for the project through the issuance of a Purchase Order.

D. INVOICES AND STATEMENTS

Invoices must be descriptively itemized and must clearly indicate the applicable College Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at time of project completion before payment can be authorized.

A copy of the invoice statement is to be submitted to the "Bill to. . ." location identified per the Purchase Order.

Any invoices submitted without an approved college Purchase Order referenced is subject to being classified as a gift to the College.

E. FINAL INSPECTION AND PROJECT ACCEPTANCE

Determination of adequacy of performance project completion shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

The Project Manager for this project shall be Angela J. Sye, Coordinator, Custodial Services-Facilities Management Department - 717-780-2540.

F. PAYMENT

The College will make payment to the contractor from the approved invoice. Payment will be accomplished within thirty (30) days of project acceptance or invoicing, whichever is later, if the project is as specified and statements are in proper form.

Proposers may include in their response their ability to accept credit card payments and any additional costs related to providing this capability.

II REQUEST FOR PROPOSAL

Harrisburg Area Community College formally invites responses to this Request for Proposal to provide information to be used in the acquisition for Custodial Services at HACC's Harrisburg Mid-Town Site, located at 3rd and Reily Streets, Harrisburg, PA 17110.

Interested parties are invited to submit proposals to Harrisburg Area Community College, Purchasing and Business Services, One HACC Drive, Harrisburg PA 17102. Proposals will be accepted until **11:00AM, Wednesday June 27, 2007.**

This Request for Proposal contains the instructions governing the proposals to be submitted the materials to be included therein, requirements that must be met to be eligible for consideration, general guidelines for submission of proposals, and HACC's Custodial Services Agreement for which HACC will do business.

A. WORKSCOPE

The Workscope for this Request for Proposal is defined in detail in Exhibit "A" to the Custodial Services Agreement. These documents can be found in section VII of this RFP.

B. MANDATORY SITE VISIT

A Since the building is currently being renovated, there WILL NOT BE ANY MANDATORY SITE SURVEY. All bidders are to base their proposal on the square footage detailed in Section VII: Exhibits/Specifications – Exhibit A: Statement of Work.

C. RFP CLARIFICATION

Proposers may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. No interpretation made to any Proposer as to the meaning of the RFP shall be binding on the College unless repeated in writing and distributed as an addendum by College Purchasing and Business Services Office. Official written responses to all relevant written questions will be mailed or faxed by Harrisburg Area Community College Purchasing and Business Services Office.

Requests for written explanation or clarification shall be made in writing and submitted in an envelope marked "Questions Related to RFP # 07-51" to Harrisburg Area Community College, Purchasing and Business Services Office, ATTN: Garry Crider, Director of Purchasing, One HACC Drive, Harrisburg PA 17110, or by Fax 717-780-2325. Email Questions are acceptable at cgrider@hacc.edu. Such requests must be received no later than **Wednesday, June 20, 2007 by 11:30AM.**

Failure of the Proposer to make appropriate inquiries, evaluate any special conditions, or to verify requirements of this RFP shall not relieve the Contractor of the responsibility of fulfilling the contract in accordance with the terms of this RFP.

Communication concerning the Request for Proposal can only be with Garry Crider, Director of Purchasing (717-780-1164 or cgrider@hacc.edu). Oral communication with any other College employee, unit, department, or organization concerning this RFP is not binding on the College and shall in no way modify the RFP, or the obligation of the College or the Vendor, and may deem the Proposer's proposal void.

The college will evaluate a Proposer's "confidence in its own ability to perform" based on a given Proposer's willingness to provide the College with meaningful contractual assurances and remedies.

In summation of the College's general objectives regarding this Request for Proposal, the College has a sincere desire to award the transaction based on reliable information. In other words, Proposers to this RFP will have demonstrated their agreement that whether verbal or written, the company can perform to the requirements of this Proposal.

D. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, Harrisburg Area Community College Purchasing and Business Services Office will provide addenda in writing to the Proposers. No oral statements, explanations, or commitments by whomsoever made shall be of any effect except as the same are confirmed in writing by the College Purchasing and Business Services Office.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

Harrisburg Area Community College is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. Harrisburg Area Community College will not contract with any firm that is not an equal opportunity employer.

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, national origin, sex, age, marital status, religion, creed, political belief, mental or physical disability, or status as Vietnam era or disabled veteran. The contractor will comply with the Americans with Disabilities Act of 1990.

F. NON DISCRIMINATION

Harrisburg Area Community College is committed to non discrimination and equal employment opportunity. Harrisburg Area Community College will not contract with any firm that is not an equal opportunity employer.

G. ACCEPTANCE OF PROPOSALS

The College reserves the right in awarding the contract to consider the competency, responsibility, and suitability of the Proposer, as well as the services provided. The College further reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities, and to award the contract in the best interest of the College. Neither the College nor any agent thereof on behalf of the College will be obligated in any way by any Proposer's response to this RFP.

III GENERAL CONTRACTUAL REQUIREMENTS

A. EXAMINATION OF CONTRACT CONDITIONS

It is the intent of Harrisburg Area Community College through this Request For Proposal and contract conditions contained herein, to establish to the greatest possible extent, complete clarity regarding the requirements of both parties to the contract resulting from the Request For Proposal.

Before submitting a proposal, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Contractor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

By submitting a response to this RFP contractor represents that:

- 1) The contractor has read and understands the Contract specifications and conditions.
- 2) The contractor will perform the work in compliance with Commonwealth of Pennsylvania, Federal and Local Laws, Regulations, Standards, Ordinances and Codes.

B. ASSIGNMENT OR TRANSFER

This contract may not be assigned or transferred in whole or in part, without the written permission of Harrisburg Area Community College Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned.

C. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor providing services for Harrisburg Area Community College.

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with Harrisburg Area Community College Purchasing and Business Services Office within thirty (30) days of notice of award of contract. In no instance may any work commence prior to receipt of the certificates. A signed contract issued as notice of award shall not be considered valid until Harrisburg Area Community College Purchasing and Business Services has received the certificates.

The Contractor shall maintain the following minimum insurance:

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is

to be performed by a subcontractor. Certificates of such insurance shall be filed with the Harrisburg Area Community College's Director of Purchasing prior to commencing work.

E. INDEMNIFICATION

The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this contract or from the conduct or actions of any persons provided by the Contractor for performance of this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

F. CONTRACT MANAGER

Harrisburg Area Community College Purchasing and Business Services shall be the authorized representative of the College for purposes of interpretation of contract requirements. Determination of adequacy of performance shall be the responsibility of the Project Manager. Neither the College nor the Project Manager nor any agent thereof on behalf of the College will supervise or be responsible for the actions of the Contractor's employees, subcontractors, or subcontractor's employees.

G. TERM OF CONTRACT AND INSTALLATION

The Contractor and Harrisburg Area Community College agree that an agreement resulting from this RFP shall be for a period defined in the Custodial Services Agreement in Section VII of this RFP.

IV RIGHTS AND REMEDIES

A. ARBITRATION

All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by the College, the College shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one of more arbitrators mutually agreed upon by the parties.

When a written decision of the College states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in the College's decision becoming final and binding upon the College and Contractor.

In responding to a claim brought by a Contractor, the College shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

B. LITIGATION

In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.

C. VENUE AND JURISDICTION

The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.

D. RIGHT TO AUDIT

The College and appropriate designated representatives reserve the right to audit the College account records and other financial records of the Contractor, as they pertain to the College. Such audits, shall be performed by auditors selected by the College only if deemed necessary by the College.

E. FORCE MAJEURE

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

V PROPOSAL SUBMISSION

To receive consideration, proposals shall be made in agreement with the instructions as stated in this RFP, and such proposals and awards made therein shall be subject to all of the terms and conditions hereof:

A. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

B. INCURRED COST

The College is not liable for any costs incurred by the Proposer in the preparation and presentation of their proposals.

C. SIGNATORIES

The proposal shall include information as requested throughout the RFP. The signature of all persons authenticating the proposal shall be printed and written in longhand in the designated area on page one (1) of the RFP. The proposal shall be signed with ink or indelible pencil.

D. MULTIPLE PROPOSALS

A Contractor may submit more than one (1) proposal. At least one of the proposals must be complete and comply with all stated instructions. However, additional proposals may be in an abbreviated form following the same format, but providing only that information that differs in any way from that contained in the complete proposal.

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall arrive at Harrisburg Area Community College Purchasing and Business Services Office, One HACC Drive, Harrisburg, PA, 17110, by **11:00AM** on or before **Wednesday, June 27, 2007**. Proposals must be in a sealed container, clearly marked "**Proposal RFP # 07-51 – Custodial Services – Harrisburg Mid-Town**".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by Harrisburg Area Community College Purchasing and Business Services Office. Proposals arriving after the deadline will not be considered. All proposals become the property of the College.

VI FORMAT FOR PROPOSAL

A. INTRODUCTION

Any term or condition stated in this RFP document shall be considered accepted by the Contractor. The College may accept or reject Vendor's alternative proposals to the terms of this RFP. A proposal may be rejected if it is incomplete or conditional.

Section 1.01 SELECTION PROCESS

Following is a general description of the process by which a Contractor will be selected to provide required services:

Two (2) copies of the proposal must be addressed in a "Sealed" envelop and sent to the following address:

Proposal **RFP # 07-51**
Harrisburg Area Community College
Purchasing and Business Services
ATTN: Garry Crider, Director of Purchasing
One HACC Drive
Harrisburg PA 17110

The proposal must be received by the Issuing Agency no later than the date and time specified on the cover of the RFP. At that date and time all proposals from each responding firm shall be publicly opened and the name of each Offeror shall be announced publicly and annotated on a bid tabulation form. The proposal is checked to ensure that the Execution of Proposal page is present and has been signed and dated by an official authorized to bind the firm.

Award shall be made to the responsible, responsive Offeror(s) whose proposal is most advantageous to the College in accordance with the specifications set forth in this RFP.

Section 1.02 REQUIRED PROPOSAL CONTENT

Qualified firms are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of this RFP. **Failure to include any required information in the proposal may disqualify an Offeror as a potential Contractor.** Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Offerors abilities to satisfy the requirements of this RFP. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed and

submitted in the order given below. The proposal shall be of sufficient detail to describe the following:

The Offeror shall furnish evidence of at least five (5) years' experience in all housekeeping trades at the industrial/commercial level.

The Offeror shall furnish financial statements or other financial documentation that would illustrate the firm has the financial capacity to undertake the scope of services requested.

The Offeror shall provide proof that each employee of the Contractor has at least six (6) months of experience as a janitorial employee and that supervisory employees have at least one (1) year of experience as a cleaning supervisor.

The Offeror shall provide resumes on all supervisory employees, which shall include a description of the individual's experience and training.

The Offeror shall list the last three (3) Federal, State, County, or municipal contracts completed.

The Offeror shall list a minimum of three (3) references, including point of contact, phone number and address.

The Offeror shall be licensed to do business in Pennsylvania.

The Offeror shall provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of the Custodial Services Agreement in Section VII.

COST PROPOSAL

Section VIII, **PRICING SCHEDULE**, shall be completed and included in the proposal. All blanks in Section VIII, **PRICING SCHEDULE**, must be filled in.

Section 1.03 PROPOSAL SUBMISSION AND OPENING

The proposals must be received by the Issuing Agency no later than the date and time specified on the cover of this RFP. Each proposal shall be placed in separately sealed envelopes with the following information printed on the outside of each envelope; complete name of the Offerors company/firm, and the RFP. The Offeror should ensure that the RFP number is printed on its address label so that it can be properly identified upon arrival at the Issuing Agency address.

Section 1.04 EVALUATION OF PROPOSALS

The Offerors proposal shall be submitted at the time specified. Designated College staff members shall evaluate the proposals received and will consider the following factors in recommending award to a qualified firm. These factors are not necessarily listed in order of priority.

- A. Overall experience and qualifications of the Offeror and proposed personnel
- B. Experience and/or credentials in providing the professional services required
- C. Performance of the Offeror as evaluated by the references supplied
- D. Pricing.

Offerors are cautioned that this is a request for proposal, not a request to contract, and the College reserves the unqualified right to reject offers for any contract when such rejection is deemed to be in the best interest of the College. The award of a contract to one Offeror does not mean that the

other proposals lack merit, but that with all factors considered, that proposal was most advantageous to the College. Requirements of this proposal are the minimum acceptable.

Section 1.05 ELABORATE PROPOSALS

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the College we solicit your cooperation in this endeavor.

It is desirable that all responses meet the following requirements:

Section 1.06 ORAL EXPLANATIONS

The College at its option may request oral presentations, or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, Offerors are cautioned that the College is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the Offeror. The College shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

Section 1.07 REFERENCE TO OTHER DATA

Only information which is received in response to this RFP shall be evaluated; references to information previously submitted shall not be evaluated.

Section 1.08 RIGHT TO SUBMITTED MATERIALS

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Offerors shall become the property of The College when received.

Section 1.09 CONFIDENTIAL INFORMATION

To promote maximum competition and to protect the public bidding procedure from being used to obtain information that would normally not be available otherwise, the College shall maintain the confidentiality of certain types of information. All such information intended to be kept confidential must be designated in writing "Confidential." The obligations of non-disclosure shall not apply to the following:

Information which, at the time of disclosure is in the public knowledge;

Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement;

Information which was in the possession of the College at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;

Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;

Information which is independently developed by the College's personnel not privy to the Information.

Information contained in the Pricing Schedule, **Section VIII.**

Section 1.10 ADVERTISING

In submitting the proposal, the Offeror agrees not to use the results there from as a part of any news release or commercial advertising without prior written approval of the College.

Section 1.11 TITLES

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

Section 1.12 OFFEROR'S REPRESENTATIVE

Offerors shall submit the name, address, and telephone number of the person(s) with the authority to bind the Offeror and answer questions or provide clarification concerning the Offerors proposal.

Section 1.13 COMPETITIVE OFFER

Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that its proposal has not been arrived at collusively or otherwise in violation of Federal or Pennsylvania antitrust laws. In submitting the proposal, the Offeror agrees not to discuss or otherwise reveal its technical or cost information to any other sources, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified.

Section 1.14 DECLINE TO OFFER

Any Offeror which received a copy of the RFP through the mail, but which declines to make an offer is requested to send a formal "Notification of Intent to Submit a Proposal" to the College. Failure to respond as requested may subject the Offeror to removal from consideration on future requirements.

Section 1.15 AWARD OR REJECTION

The College will review all proposals. The College reserves the right to cancel the selection process or the negotiations when a selection is made, or at anytime prior to entering into a formal written agreement with the Contractor.

The College intends to execute a contract with the Contractor(s) submitting the proposal which the College determines to best meet the College's requirements. The College will be the sole judge of the acceptance of any and all proposals.

In awarding the contract, the College may take into consideration: the references, experience, responsibility, reputation, financial standing of the respondent, and the ability of the Contractor to provide an advantageous time schedule for providing service. The inability of any respondent to meet the requirements may be cause for rejection of his/her proposal.

After selection approval by the colleges Board of Trustees, Harrisburg Area Community College Purchasing and Business Services office will cause a contract/purchase order to be prepared for signatures by both parties. A contract(s) will be issued to the responsible Contractor(s) whose proposal is the most advantageous to the College, taking into consideration all evaluation factors. No other evaluation criteria, other than that outlined in this proposal, will be used.

Section 1.16 SUBCONTRACTING

Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

Section 1.17 PROPOSAL ACCEPTANCE PERIOD

This proposal shall be binding upon the Offeror for sixty (60) calendar days following the bid opening date. Any proposal on which the Offeror shortens the acceptance period may be rejected.

Section 1.18 HISTORICALLY UNDERUTILIZED BUSINESS

The College invites and encourages participation in this procurement by businesses owned by minorities, women and the disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Section 1.19 EXAMINATION OF CONDITIONS

It shall be understood and mutually agreed that by submitting a proposal, the Offeror acknowledges that it has carefully examined all pertinent documents pertaining to the work, the general location, and has satisfied itself as to the nature of the work; condition of existing buildings and their accessory structures; conformation of the ground; character, quality and quantity of the materials to be encountered; general and local conditions, construction hazards and all other matters which can in any way affect the work under the contract. It is further mutually agreed that by submitting a proposal the Offeror acknowledges that it has satisfied itself as to the feasibility and meaning of these specifications and any associated documents relative to the work and that it accepts all the terms, conditions and stipulations contained therein; and that it is prepared to work in cooperation with other Contractors or College employees performing work at any of the sites.

Section 1.20 PROTEST PROCEDURES

When an Offeror wants to protest a contract awarded pursuant to this solicitation it must submit a written request to the Purchasing Department, to the attention of Garry Crider, Director of Purchasing, HACC, One HACC Drive, Harrisburg, PA 17110.

VII. EXHIBITS / SPECIFICATIONS -

The attached is HACC's Custodial Services Agreement by which we will do business. This includes the complete scope of work that should be used in providing HACC with a proposal. These terms and conditions are non-negotiable.

CUSTODIAL SERVICES AGREEMENT
between

and
HARRISBURG AREA COMMUNITY COLLEGE

This Agreement is made between Harrisburg Area Community College (HACC), whose primary address is One HACC Drive, Harrisburg, PA 17110 and _____ (Contractor), whose address is _____, is made and entered into for the Contractor to provide services as stipulated below on the Terms and Conditions set forth.

1) **Facilities Covered:** HACC's location(s) covered under this Agreement is noted by checkmark:

Mid Town Site located at 3rd and Reily Streets, Harrisburg, PA

2) **Statement of Work:** The Contractor hereby agrees to furnish and provide appropriate supervision, labor, material, tools and all other items necessary to perform the services herein specified and described in Exhibit "A" to the Custodial Services Agreement.

3) **Purchase Order:** All authorizations for the Contractor's Services will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate the Agreement by reference.

All Purchase Orders issued shall be subject to the Terms and Conditions set forth in this Agreement and any special Terms and Conditions which may be included in a Purchase Order; in the event any general terms and conditions provided with a Purchase Order conflict with any Terms and Conditions in the Agreement, the Terms and Conditions of this Agreement shall prevail.

4) **Term of Agreement:** The initial term of this Agreement shall be two (2) years, commencing _____ and ending _____, unless terminated earlier as set forth in this Agreement.

5) **Payment Terms and Changes:** The payment for services to be provided by the Contractor will be detailed in the assigned purchase order and paid within thirty (30) days. All invoices must be mailed to Accounts Payable Department, at One HACC Drive, Harrisburg, PA 17110.

Invoices must be descriptively itemized and must clearly indicate the applicable HACC Purchase Order number, including the Project Name and Location as well as the HACC account number, and must be submitted in duplicate at the time of project completion before payment can be authorized.

6) **Indemnification:** The Contractor shall hold Harrisburg Area Community College harmless from any liability, costs, or penalties in any way resulting from the performance of the services related to this Contractor from the conduct or actions of any persons provided by the Contractor for performance of

this agreement and will indemnify the College for any costs of defense paid because of actions of the Contractor or its employees in the performance of this agreement.

- 7) **Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name Harrisburg Area Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the Harrisburg Area Community College's Director of Purchasing prior to commencing work.

- 8) **Force Majeure:** Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.
- 9) **Conduct on HACC's Property:** The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID Badges or sign in and out at the security desk whenever performing work upon HACC's premises.
- 10) **Termination for Default:** HACC may, by written notice to Contractor, terminate the Agreement in whole or in part for default if Contractor fails to perform in accordance with any of the requirements of this Agreement or any related purchase order or to make sufficient progress as to endanger performance of this Agreement or any related purchase order. Any such termination will be at no cost to HACC except for completed Services delivered to and accepted by HACC, prior to said termination, and Contractor shall repay to HACC any progress payments made in excess thereof. Termination hereunder shall not relieve Contractor of performing any un-terminated portion of this Agreement or any related purchase order. In the event of termination pursuant hereto, HACC may procure or otherwise obtain, upon such terms and in such manner as HACC may deem appropriate, Services similar to those terminated, and Contractor shall be liable to HACC for any damages arising therefrom, including attorney's fees and excess costs incurred by HACC in obtaining similar services.
- 11) **Termination for Convenience:** HACC may, by written notice to Contractor, terminate all or part of this Agreement or any related purchase order for HACC's convenience. Contractor's termination claim proposal shall be based on non-recurring costs not recovered and inventories and materials not usable on other projects, and shall be received by HACC within thirty (30) days of the effective date of termination. HACC shall have the option to verify supporting detail and records of such proposals

and negotiate an equitable settlement. No amount for anticipated profit on Services not performed shall be allowed. In no event shall the sum of the negotiated termination adjustment and the amounts paid and/or due Contractor for the un-terminated portion of this Agreement or resultant purchase order exceed any Agreement or purchase order total price. Any termination shall not effect either party's obligation as to any un-terminated portion of the Agreement or related purchase order. Upon receipt of a termination notice, Contractor shall stop work to the extent specified in the notice and take other such action as may be necessary or as HACC may direct to minimize the cost of termination to HACC. In addition, Contractor shall take such actions as may be necessary or as HACC may direct for the transfer, protection, or preservation of property and other rights which become HACC's as a result of termination. Supplier shall promptly refund HACC any payments in excess of the sum of payments due for (a) accepted Services (b) the un-terminated portion of the Agreement or any related purchase order, and (c) termination charges hereunder.

- 12) **Insolvency:** Should Contractor become insolvent, make an assignment for the benefit of creditors, be adjudicated as a bankrupt, admit in writing inability to pay its debts generally as the same become due, or should any proceedings be instituted by Contractor under any State and Federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of Contractor, or should a petition in bankruptcy or for a reorganization or for an adjunction of Contractor as an insolvent or as a bankrupt be filed, or should an attachment be levied upon Contractor's equipment and not be removed within five (5) days therefrom, then upon the occurrence of any such event, HACC shall thereupon have the right to cancel this Agreement and to terminate all Services then being performed by Contractor hereunder.
- 13) **Rights Upon Orderly Termination:** Upon termination or other expiration of the Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- 14) **Arbitration:** All disputes between the parties to this agreement arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties.

When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Contractor.

In responding to a claim brought by a Contractor, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

- 15) **Assignment or Transfer:** This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing and Business Services Office, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

- 16) **Compliance with Laws:** The Contractor agrees that it will comply with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and codes in the performance of this Agreement, including the procurement of permits and certificates where needed. The Contractor further agrees to and hereby does indemnify and hold harmless HACC against loss or damage that may be sustained by reason of the failure of the Contractor or its employees or agents to comply with the aforementioned federal, state, county, and local laws, ordinances, regulations, and codes.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Contractor nor its agents or subcontractors shall discriminate in its employment practices against any person by reason of handicap, race, religion, color, sex, or national origin. The Contractor agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders (including without limitation the provisions of the Americans with Disabilities Act of 1990), as well as other laws and orders relating to the employment of the handicapped, the employment of veterans, and the use of minority business enterprises, to the extent any such laws and others are applicable in the performance of work or furnishing of services, materials or supplies hereunder. For this purpose, the provisions of such laws and orders and pertinent regulations issued thereunder shall be deemed an integral part of this Agreement to the same extent as if written at length herein.

- 17) **Equal Opportunity and Non-Discrimination:** Harrisburg Area Community College is committed to providing opportunities for woman and minority owned businesses. Harrisburg Area Community College encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. Harrisburg Area Community College is committed to non-discrimination and equal employment opportunity. Harrisburg Area Community College will not knowingly contract with any firm that is not an equal opportunity employer.
- 18) **Right To Audit:** HACC and appropriate designated representatives reserve the right to audit HACC account records and other financial records of the Contractor, as they pertain to HACC. Auditors selected by HACC shall perform such audits.
- 19) **Criminal Background Check:** The Contractor will conduct a thorough criminal background/history check of every employee it intends to assign to work at HACC. The costs associated with conducting such checks will be born by the Contractor.
- 20) **Confidentiality:** The Contractor agrees that all information obtained by or provided to Contractor in carrying out the Services provided for hereunder, including the contents of the Agreement, will be maintained in confidence by the Contractor and the Contractor will not publish nor disclose to third persons nor otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.
- 21) **Independent Contractor:** HACC and Contractor intend that an independent contractor's relationship shall be created by this Agreement and neither herein shall be construed as creating an employer / employee relationship. Contractor shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this agreement and shall be

responsible for all reports and obligations related to Social Security, income taxes, unemployment and other withholding taxes, Workers Compensation and similar matters.

- 22) **Paragraph Headings:** All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Agreement nor used to interpret or construe the intent of the parties hereunder.
- 23) **Advertising or Publicity:** Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other, provided, however, that the Contractor may refer to HACC in any list of its customers.
- 24) **Non-Waiver:** No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waive of, or excuse for any different or subsequent breach or default.
- 25) **Serverability:** If any provision of the Agreement is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.
- 26) **Governing Law:** The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this agreement.
- 27) **Entire Agreement:** This Agreement and all resultant purchase orders, supplements, attachments, and incorporations constitute Agreement and agreement between HACC and the Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Agreement will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year indicated on the first page hereof.

Harrisburg Area Community College

By: _____

By: _____

Name: _____

Name: George A. Franklin, Jr.

Title: _____

Title: VP Finance & College Resources

Date: _____

Date: _____

EXHIBIT "A"
STATEMENT OF WORK
to the
CUSTODIAL SERVICES AGREEMENT

ARTICLE I
GENERAL PROVISIONS

Section 1.01 PURPOSE

This Exhibit "A" is to define HACC's requirements for a Contractor to provide professional services as called for in Section 3 of this Custodial Services Agreement for Harrisburg Area Community College with location at 3rd and Reily Streets, Harrisburg, PA 17102,

BUILDING NAME: STREET ADDRESS: POINT OF CONTACT
Mid Town Site 3rd and Reily Streets, Harrisburg, PA 17102 Angela J. Sye, 717-780-2540

Section 1.02 DUTIES AND RESPONSIBILITIES OF HACC

HACC shall provide the following:

- A. Reasonable storage space and security for supplies and equipment.
- B. All normal utilities necessary for the performance of the contract.
- C. Toilet paper, paper towels, hand soap, trash bags, liners, etc. (Note: Contractor must provide College a detailed withdraw inventory when using products.)

Section 1.03 SQUARE FOOTAGE OF AREA TO BE CLEANED

HACC - Midtown Campus
Evangelical Press Building

June 7, 2007

NOTE: All numbers are in SF

Floor: BASEMENT

Room Type	Carpet	WF	VCT	RF	Concrete	WOM	CT	Total
Corridors					3,958.57			3,958.57
Classrooms/Labs			3,482.83		12,728.28			16,211.11
Storage/Mech./Closets					6,424.51			6,424.51
Restrooms					697.56			697.56
Stairs			441.29					441.29
Admin/Offices			125.41		309.83			435.24
Food Service								0.00
Student Commons								0.00
Basement Subtotal	0.00	0.00	4,049.53	0.00	24,118.75	0.00	0.00	

Basement Total: 28,168.28 SF

Floor: FIRST FLOOR

Room Type	Carpet	WF	VCT	RF	Concrete	WOM	CT	Total
Corridors	1,534.32		3,104.67	2,267.12		533.57	398.44	7,838.12
Classrooms/Labs			9,177.60		15,308.13			24,485.73
Storage/Mech./Closets	124.26		186.95		2,079.58			2,390.79
Restrooms				588.88				588.88
Stairs			742.55					742.55
Admin/Offices	1,863.22		129.71		286.28			2,279.21
Food Service							896.56	896.56
Student Commons			1,875.69					1,875.69
First Floor Subtotal	3,521.80	0.00	15,217.17	2,856.00	17,673.99	533.57	1,295.00	

First Floor Total 41,097.53 SF

Floor: SECOND FLOOR

Room Type	Carpet	WF	VCT	RF	Concrete	WOM	CT	Total
Corridors	4,694.30	2,793.68					464.44	7,952.42
Classrooms/Labs	20,201.31							20,201.31
Storage/Mech./Closets	147.81				1,029.57			1,177.38
Restrooms				619.26				619.26
Stairs	239.91		651.01					890.92
Admin/Offices	5,160.10							5,160.10
Food Service								0.00
Student Commons								0.00
Second Floor Subtotal	30,443.43	2,793.68	651.01	619.26	1,029.57	0.00	464.44	

Second Floor Total 36,001.39 SF

Floor: THIRD FLOOR

Room Type	Carpet	WF	VCT	RF	Concrete	WOM	CT	Total
Corridors	2,822.10							2,822.10
Classrooms/Labs	4,164.43							4,164.43
Storage/Mech./Closets					2,330.00			2,330.00
Restrooms				429.20				429.20
Stairs	334.17							334.17
Admin/Offices	1,377.35		127.37					1,504.72
Food Service								0.00

Student Commons									0.00
Third Floor Subtotal	8,698.05	0.00	127.37	429.20	2,330.00	0.00	0.00		

Third Floor Total 11,584.62 SF

Elevator Carpeting 195.14 SF

Grand Total by Floor Finish	Carpet	42,858	SF
	WF	2,794	SF
	VCT	20,045	SF
	RF	3,904	SF
	Concrete	45,152	SF
	WOM	534	SF
	CT	1,759	SF

Total Finished Floor Area
117,047 SF

KEY	WF	Wood Floor
		Vinyl Composition
	VCT	Tile
	RF	Resilient Flooring
	WOM	Walk off mat
	CT	Ceramic Tile

**ARTICLE II
DEFINITIONS**

As used in this agreement, the following terms shall have the meanings indicated below:

Section 2.01 HACC: "HACC" shall mean, Harrisburg Area Community College

Section 2.02 CONTRACTOR: "Contractor" shall mean the Contractor that will provide the professional services for HACC.

Section 2.03 TERM: "Term" shall refer to the length of time the contract will be valid.

Section 2.04 CONTRACT ADMINISTRATOR: "Contract Administrator" shall mean the HACC representative who shall be the direct liaison between the Contractor and HACC for this contract. That representative will be Angela J. Sye 717-780-2540.

**ARTICLE III
DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

The Contractor hereby agrees to work directly with HACC, or it's designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

Section 3.01 The Contractor shall provide all supervision, labor, materials and equipment required and/or implied for the complete and satisfactory performance of indoor janitorial services for the locations identified in **Section 1.01**. This work shall include, but is not limited to, the performance of all janitorial services to be performed by the specified personnel as listed below.

Section 3.02 The Contractor shall perform all work to the complete satisfaction of HACC.

Section 3.03 The Contractor shall be responsible for and shall provide general supervision of all its employees working under the contract. A designated supervisor shall be responsible for overseeing the work of employees providing services at all times under the contract. The Contractor's supervisory personnel shall have at least one (1) year of supervisory experience in cleaning office and similar type facilities.

Section 3.04 The Contractor's employees shall have adequate and appropriate experience to provide the indicated cleaning services under the contract.

Section 3.05 The Contractor shall provide custodial "porter type" services between the hours of 8:00AM and 10:00 PM Monday through Friday. Special "heavy cleaning" full cleaning services will be required starting at 10:00 PM Sunday and ending at 6:00 AM on Friday. Other special cleaning services may be requested by the Contract Administrator on dates or at times other than indicated. No cleaning shall be done on any holiday, except as may be required by the Contract Administrator by prior arrangement of at least five (5) working days. The holiday schedule is published by HACC and will be provided to the Contractor.

Section 3.05.01 Duties of the Porter:

- Empty trashcans daily.
- Several times per day, spot clean restroom commodes, urinals, sinks, and floor and ensure adequate paper towels, soap and toilet paper are on hand.
- Dry dust mop hallways and sweep stairs at least once per day with focus along walls and in corners.
- Ensure window glass in entrance doors are kept clean of dirt smudges and handprints.
- Clean up liquid spills as necessary.
- During inclement weather (especially during the Fall and Winter months) keep all entrance ways clean of leaves, salt products, and other materials that may be tracked into the facility.

Section 3.06 The Contractor's employees shall wear appropriate identification badges, nametags or uniforms at all times while on the premises of HACC. Employees must be well groomed and neat in appearance meeting a professional dress code acceptable to employer.

Section 3.07 The Contractor's employees shall not disturb, rearrange or discard any papers, documents, boxes or other materials in any room, except that deposited in the trash receptacles or in other designated

areas for trash unless such materials are properly identified as trash. The Contractor shall not open drawers, files or filing cabinets, desks or tables or operate computers or computer equipment without the express permission of or by request of the Contract Administrator. The Contractor shall not move, use, clean or otherwise handle any copy machine or other office machine without the express permission or request of the Contract Administrator.

Section 3.08 The Contractor's employees shall be of high integrity and character. Any of the Contractor's supervisors or employees whose behavior or language is offensive, harassing or intimidating to any employee of the College shall be asked to leave HACC premises immediately and shall be restricted from working further on College premises. Verbal requests to leave HACC premises shall be followed by written requests provided to the Contractor's supervisor by the close of the following business day.

Section 3.09 The Contractor shall report any destruction, loss of or damage to any College property within 24 hours of the loss or damage. The report shall be provided to the Contract Administrator in writing and shall specify the type, location and extent of the loss or damage. Failure to report any destruction, loss or damage may be construed as default of the contract.

Section 3.10 The Contractor shall be responsible for all keys issued. The Contractor shall sign for and return keys to the Contract Administrator on demand. Lost keys shall be reported to the Contract Administrator and all costs for necessary lock changes and replacement keys shall be charged to the Contractor.

Section 3.11 The Contractor shall not leave keys in doors or admit anyone into any building or office that is not a designated employee of the Contractor. Any door previously locked and opened by the Contractor shall be re-locked prior to leaving the premises. Any key issued to the Contractor shall be surrendered when requested by the Contract Administrator.

Section 3.12 All windows and doors shall be closed and locked upon completion of work. Interior lights shall be turned off, and exit lights shall be turned on prior to leaving the building.

Section 3.13 The Contractor shall not remove any article, materials, equipment, tools, devices, computer equipment, office equipment, paper products, restroom supplies or items found in any waste or trash receptacle, dumpster or container, without the written permission of the Contract Administrator.

Section 3.14 The Contractor's supervisors and employees shall not engage in idle conversation or other unnecessary conversation, or otherwise cause disruptions to employees of HACC or other visitors and users of the facilities.

Section 3.15 The Contractor nor its employees shall use any telephones or radio equipment installed in the building or under the jurisdiction of HACC for any calls other than to report an emergency condition that could cause damage to property or loss of life.

Section 3.16 The Contractor shall store cleaning equipment and materials in the room designated for such equipment. The room shall be maintained in a neat, clean manner, with no unnecessary supplies kept in the room. Mops shall be thoroughly cleaned with excess water removed prior to setting them aside to dry. All equipment and supplies shall be stored safely, with no hazard posed to HACC personnel or to the Contractor. The Contractor shall be responsible for securing the room housing the cleaning supplies and equipment when the Contractor has opened the room for use.

Section 3.17 The Contractor's shall operate the vacuum cleaner in such a manner as to avoid damaging walls, furniture, carpets and other items within the building. The Contractor shall store the vacuum cleaner in the designated location, with electrical cords secured to or stored within the vacuum cleaner in accordance with the manufacture's instructions or design. The Contractor shall replace the vacuum cleaner bag when it is approximately ½ full.

Section 3.18 The Contractor shall supply a list of all cleaning chemicals to the College Facilities Custodial Coordinator, Angela Sye.

Section 3.19 The Contractor shall supply the Material Safety Data Sheets for all cleaning chemicals to be used in College facilities as follows:

One (1) copy is to be set in a place on each floor of the building that shall be easily accessible to all occupants.

One (1) copy is to be sent to the Contract Administrator.

One (1) copy is to be sent to HACC's Health and Safety Office (attention to: Todd Crawley)

Section 3.20 The Contractor shall follow manufacturer's specifications and guidelines for the use and disposal of all cleaning chemicals.

Section 3.21 The Contractor shall be responsible for off-site disposal of any and all unused cleaning supplies and equipment containing hazardous materials.

Section 3.22 The Contractor shall provide the following services, no less frequently than the schedule specifies. The Contract Administrator may inspect the premises on a random basis, to ascertain whether the services are being provided as listed below.

OFFICE BAYS, CLASSROOMS, LABS, LIBRARY/ LEARNING CENTER & FOOD COURT

The following tasks shall be routinely accomplished:

- A. Empty all trash receptacles. A watertight disposable plastic liner shall be used in each container. Liner shall be changed three (3) times per week or as needed. One (1) extra plastic liner shall be placed in the bottom of each can in case the occupant needs to remove the trash during the day.
- B. Dust all surfaces of furniture. All surfaces shall be damp wiped with an appropriate industrial cleaner to remove sticky substances, stains, dust, and finger prints. When papers are left on desktops, damp wipe (dust) around them. Furniture polish is to be used on wood surfaces.
- C. Sweep all resilient floors with a treated dust mop. Wet mop any spills and sticky substances from floors.
- D. Vacuum carpets daily.
- E. Clean entrances. Clean floor mats, dry mop and wet mop floors. Empty all trash receptacles. A watertight disposable plastic liner shall be used in each container. Liner shall be changed three (3) times per week or as needed. One (1) extra plastic liner shall be placed in the bottom of each can in case the occupant needs to remove the trash during the day. Clean doors, including glass, door handles and kick plates with a disinfectant/detergent.
- F. Thoroughly clean all rest rooms with a germicidal cleaner. Replenish paper goods, soap and tissue from Contractor's stock. Face bowls, commodes and urinals should be free of stains

and build-up. And all hardware and mirrors shall be cleaned. Dry mop and wet mop floors with a disinfectant/detergent.

- G. Clean fingerprints and smudges around light switches and doors throughout the building with a disinfectant/detergent.
- H. Thoroughly clean all conference rooms. Empty all trash receptacles. A watertight disposable plastic liner shall be used in each container. Liner shall be changed three (3) times per week or as needed. One (1) extra plastic liner shall be placed in the bottom of each can in case the occupant needs to remove the trash during the day. Tabletops are to be cleaned with a cleaner that will not leave a build-up or discolor furniture. Chairs shall be arranged in an orderly fashion. Vacuum carpets daily.

I. Recycling:

- 1. Remove all recyclable material that has been placed in designated containers throughout the offices to the designated recycling center for the building. Keep all recycling containers clean.
- 2. Remove all cardboard from the building and place in the designated container for cardboard.

The following tasks shall be performed on a **WEEKLY** basis:

- A. Clean all building surfaces: Partitions, tops, ledges, window sills (only if free and clear of personal items), vents, air conditioners, polish wood furniture surfaces, dust blinds, corners, edges, baseboards, door jams, glass in doors, door surfaces, door closures, picture frames, and casings.
- B. Damp wipe all partitions in restrooms.
- C. Polish any and all wood furniture surfaces.
- D. Clean all ceiling vents and fixtures.

The following tasks shall be performed on a **MONTHLY** basis:

- A. Clean all HVAC registers and grilles.
- B. Descale all commodes and urinals in all restrooms.
- C. Clean any and all louvers in doors in restrooms, classrooms, offices, and lab conference rooms.
- D. Clean and polish all kick plates with a stainless steel polish.

The following tasks shall be performed on a **QUARTERLY** basis:

- A. Brush and vacuum fabric chairs.
- B. Dust lenses in light fixtures.

FLOOR MAINTENANCE AND STAIRWELLS:

The following tasks shall be accomplished **Monday through Friday** :

- A. Dry mop all corridors and lobbies with a treated dust mop including edges, thresholds, under and around furniture or vending machines.
- B. Run auto scrubber with a recommended floor cleaner and cleaning pad.
- C. Wet mop all other areas of the corridor where the auto scrubber doesn't have clearance; ie.

- around furniture, vending machines, cove base.
- D. Run auto burnisher with a recommended burnishing pad.
 - E. Clean stairwells three (3) times a week. Dry mop and wet mop stairs, police litter, spot clean building surfaces (this means; low/high dust and clean rails with a disinfectant/detergent, dusting of rails, window sills, ledges, light fixtures, vents, doors and doorways and glass panels).

Section 3.24 The Contractor shall meet with the Contract Administrator once a month for a conference and tour to evaluate the performance of the contract. The Contract Administrator in a format mutually agreed upon may request a written monthly performance report.

EXHIBIT "B"
PRICING
to the
CUSTODIAL SERVICES AGREEMENT

VIII. COST PROPOSAL SHEET for 07-51: Custodial Services – Harrisburg Mid-Town

The Offeror shall propose the costs to furnish the services in accordance with this RFP. Award will be made to the Contractor(s) whose proposal is most advantageous to the College in accordance with Section 1.04 Evaluation of Proposals under VI: Format for Proposal.

FIRST YEAR PRICING

Part "A" – OFFICE BAYS, CLASSROOMS, LABS, LIBRARY/ LEARNING CENTER & FOOD COURT

BUILDING	ANNUAL LABOR COST	MATERIAL SUPPLY COST	EQUIPMENT	MONTHLY COST	TOTAL ANNUAL COST
Mid-Town Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PART "A" COST					\$ _____

Part "B" – Floor Care Maintenance and Stairwells

BUILDING	ANNUAL LABOR COST	MATERIAL SUPPLY COST	EQUIPMENT	MONTHLY COST	TOTAL ANNUAL COST
Mid-Town Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PART "B" COST					\$ _____

PART "C": Porter

Mid-Town Porter	Cost for Porter as defined in the "Scope of Work: Hourly Rate:	\$ _____
	Monthly Cost:	\$ _____
	Annual Cost:	\$ _____
TOTAL PART "C" COST		\$ _____

TOTAL COST OF PART'S "A", "B", AND "C": \$ _____

SECOND YEAR PRICING

Part “A” – OFFICE BAYS, CLASSROOMS, LABS, LIBRARY/ LEARNING CENTER & FOOD COURT

<u>BUILDING</u>	<u>ANNUAL LABOR COST</u>	<u>MATERIAL SUPPLY COST</u>	<u>EQUIPMENT</u>	<u>MONTHLY COST</u>	<u>TOTAL ANNUAL COST</u>
Mid-Town Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PART “A” COST					\$ _____

Part “B” – Floor Care Maintenance and Stairwells

<u>BUILDING</u>	<u>ANNUAL LABOR COST</u>	<u>MATERIAL SUPPLY COST</u>	<u>EQUIPMENT</u>	<u>MONTHLY COST</u>	<u>TOTAL ANNUAL COST</u>
Mid-Town Building	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PART “B” COST					\$ _____

PART “C”: Porter

Mid-Town Porter	Cost for Porter as defined in the “Scope of Work: Hourly Rate:	\$ _____
	Monthly Cost:	\$ _____
	Annual Cost:	\$ _____
TOTAL PART “C” COST		\$ _____

TOTAL COST OF PART’S “A”, “B”, AND “C”: \$ _____

In a separate document, detail the following for **each year**:

- a) Under Labor Cost – show the hourly rate for each position being proposed with projected hours
- b) Under Material Cost – itemize cost of the supplies as it relates to a monthly charge
- c) Under Equipment – itemize cost of equipment as it relates to a monthly charge

ADDITIONAL QUESTIONS:

1. Did you furnish evidence of at least five (5) years' experience in all housekeeping trades at the industrial/commercial level? Yes No
2. Did you furnish financial statements or other financial documentation that would illustrate your firm has the financial capacity to undertake the scope of services requested? Yes No
3. Can you provide proof that each employee of the Contractor has at least six (6) months of experience as a janitorial employee and that supervisory employees have at least one (1) year of experience as a cleaning supervisor? Yes No
4. Can you provide resumes on all supervisory employees, which shall include a description of the individual's experience and training? Yes No
5. Did you provide a list the last three (3) Federal, State, County, or municipal contracts completed? Yes No
6. Did you provide a list a minimum of three (3) references, including point of contact, phone number and address? Yes No
7. Are you licensed to do business in Pennsylvania? Yes No
8. Can you provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of the Custodial Services Agreement in Section VII. Yes No

Company Name: _____

Print Signature: _____

Authorized Signature: _____

IX. Notification of Intent to Submit Proposal

NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

Please refer to the Request for Proposal Package covering Custodial Services for Proposal Number **07-51 Custodial Services – Harrisburg Area Community College Mid-Town Site**.

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Garry Crider, Director of Purchasing, Harrisburg Area Community College, One HACC Drive, Harrisburg, PA 17110 no later than **Monday, June 25, 2007, by 3:00PM**. Or fax this document to 717-780-2325 or e-mail this document to cgcrider@hacc.edu.

Name of Organization _____

Mailing Address _____

Email Address: _____

Representative's Name _____

Representative's Title _____

Phone Number _____

FAX Number _____

We intend on doing the following: (check one)

- 1. () We will submit a Proposal
- 2. () We will NOT submit a Proposal

If number 2 is checked, please give a brief explanation in the spaces provided.

Signed: _____ Date: _____

Harrisburg Area Community College
Request for Proposal
07-51 – Custodial Services – Harrisburg Mid-Town

Harrisburg Area Community College is requesting quotes for **Custodial Services – Harrisburg Mid-Town**. A copy of **RFP # 07-51** may be obtained at: www.hacc.edu (click on “Business & Community” – under “Purchasing”, click on “Request for Proposals”) beginning **Tuesday – June 12, 2007**. Responses due by **11:00AM** on **Wednesday – June 27, 2007** in Whitaker Hall room 130. Harrisburg Area Community College reserves the right to accept or reject any or all Proposals. HACC is committed to providing opportunities for Minority Business Enterprises (MBE), and Woman Business Enterprises (WBE). HACC encourages MBE and WBE firms to submit a Proposal for the Work and all bidders to proactively solicit MBE and WBE firms in the bidding and subcontracting process.