

HACC – CENTRAL PENNSYLVANIA’S COMMUNITY COLLEGE
Request for Proposal
West Cooling Tower Sump Replacement
HACC Solicitation #08-23

Acknowledgement: Please acknowledge receipt of this RFP by completing the information requested below and faxing to (717) 233-1666 upon receipt.
Please also include this page with your response.

Bidder 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: November 16, 2007
 Pre-Bid Meeting & Site Visit: November 28, 2007 at 10:00am
 Notice of Intent to Submit Proposals: November 20, 2007 by 4:00pm
 Proposals Due: December 6, 2007 at 2:00pm
 Contract Award: January 9, 2007

Proposals are to be delivered to:

Address: HACC, Central Pennsylvania’s Community College
 Office of Purchasing and Business Services
 Whitaker Hall, Room 130
 One HACC Drive
 Harrisburg, PA 17110
 Re; HACC Solicitation #08-23

Attention: Garry Crider, Director of Purchasing

Phone: (717) 780-1164

Request for Proposal
West Cooling Tower Sump Replacement

HACC, Central Pennsylvania's Community College
Harrisburg Campus
Harrisburg, PA

DEADLINE TO SUBMIT PROPOSALS: December 6, 2007 at 2:00pm

PROPOSALS MUST BE DELIVERED TO: Harrisburg Area Community College
Office of Purchasing & Business Services
Whitaker Hall, Room 130
One HACC Drive
Harrisburg, PA 17110
Attn: Mr. Garry Crider
Re; HACC Solicitation #08-23

DIRECT QUESTIONS TO: Mark McCammon
Project/Construction Manager
Eastern pcm, LLC
212 Locust Street, Suite 604
Harrisburg, PA 17101
Phone: (717) 233-3816
Fax: (717) 233-1666

BID PACKAGES OBTAINED FROM: Eastern pcm, LLC
212 Locust Street, Suite 604
Harrisburg, PA 17110

TABLE OF CONTENTS

1.	KEY DATES	5
2.	PROPOSAL SUBMISSION CONTENTS	5
3.	DEFINITIONS.....	5
I.	PROGRAM REQUIREMENTS	6-7
A.	PURPOSE.....	6
B.	PROJECT PRICE CHANGES	6
C.	CONTRACT STANDARDS.....	6
D.	INVOICES AND STATEMENTS	6
E.	FINAL INSPECTION AND PROJECT ACCEPTANCE.....	6
F.	PAYMENT.....	7
II.	REQUEST FOR PROPOSAL.....	7-8
A.	WORK SCOPE.....	7
B.	PRE-BID MEETING/SITE VISIT	7
C.	RFP CLARIFICATION.....	7
D.	ADDENDA TO THE RFP	8
E.	EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT	8
F.	NON-DISCRIMINATION	8
G.	ACCEPTANCE OF PROPOSALS.....	8
III.	GENERAL CONTRACTUAL REQUIREMENTS.....	8-10
A.	EXAMINATION OF CONTRACT CONDITIONS	9
B.	ASSIGNMENT OR TRANSFER.....	9
C.	INDEPENDENT CONTRACTOR.....	9
D.	INSURANCE	9
E.	INDEMNIFICATION	9
F.	CONTRACT MANAGER.....	9
G.	TERM OF CONTRACT AND INSTALLATION	10
IV.	RIGHTS AND REMEDIES.....	10
A.	ARBITRATION	10
B.	LITIGATION	10
C.	VENUE AND JURISDICTION	10
D.	RIGHT TO AUDIT	10
E.	FORCE MAJEURE.....	10
V.	PROPOSAL SUBMISSION	11-12
A.	ECONOMY OF PREPARATION.....	11
B.	INCURRED COST.....	11
C.	SIGNATORIES	11
D.	MULTIPLE PROPOSALS	11
E.	PROPOSAL DEADLINE.....	11
F.	NUMBER OF COPIES AND MAILING OF PROPOSAL	11
VI.	FORMAT FOR PROPOSAL.....	12
A.	INTRODUCTION	12
B.	COVER LETTER	12
C.	DESCRIPTION OF QUALIFICATIONS	12
D.	CONTRACT HISTORY.....	12
E.	COST PROPOSAL.....	12
VII.	EVALUATION.....	13
A.	PROPOSAL PROCESS.....	13
B.	EVALUATION CRITERIA	13

VIII. AWARD 13

IX. EXHIBITS / SPECIFICATIONS..... 14

X. BID FORM 15-17

XI. NOTIFICATION OF INTENT TO SUBMIT PROPOSAL 18

XII. SCOPE OF WORK – EXHIBIT “A” 19-20

XIII. DRAWINGS – SK1, SK2, SK3

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
Advertisement	November 16, 2007
Notice of Intent to Submit:	November 20, 2007 by 4:00pm
Pre-Bid Meeting & Site Visit	November 28, 2007 at 10:00am
Proposals Due – Delivered to HACC – Attention Garry Crider	December 6, 2007 by 2:00pm
Award of Contract	January 9, 2007

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-HACC, Central Pennsylvania’s Community College – Harrisburg Campus, Harrisburg, PA (HACC)

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 Bidder receiving the final award.

Purchaser- HACC, Central Pennsylvania’s Community College (HACC)

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

RFP-Request for Proposal

College- HACC, Central Pennsylvania’s Community College – Harrisburg Campus, Harrisburg, PA (HACC)

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

Construction/Project Manager – Eastern pcm, LLC

I. PROGRAM REQUIREMENTS

A. PURPOSE

HACC formally invites responses to provide information to be used in the decision to contract services to install a galvanized replacement Pan-Fan section, and controls for the West rooftop cooling tower at the Hall Technology Building at the HACC – Harrisburg Campus. 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 Bidders 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 a Bidder may be grounds for rejection of the Bidders proposal. Bidder 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 Project Manager.

William P. Morgan of Eastern pcm, LLC 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 Mark McCammon, Project/Construction Manager, Eastern pcm, LLC, Telephone No. (717) 233-3816.

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**

HACC formally invites responses to this Request for Proposal to provide information to be used in the acquisition to contract services for the installation of a galvanized replacement Pan-Fan section and controls for the West rooftop cooling tower at the Hall Technology Building at the HACC – Harrisburg Campus

Interested parties are invited to submit proposals to HACC, Office of Purchasing and Business Services, Whitaker Hall, Room 130, One HACC Drive, Harrisburg, PA, attention Garry Crider. Please reference HACC Solicitation #08-23 on the Proposal documents. Proposals will be accepted until 2:00pm on December 6, 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, and general guidelines for submission of proposals.

A. WORK SCOPE

The Work Scope for this Request for Proposal is defined in detail in Section XII: EXHIBITS/SPECIFICATIONS.

B. PRE-BID MEETING/SITE VISIT

A pre-bid meeting & site visit will be held on November 28, 2007 at 10:00am. Bidders are to meet at the main entrance to the Customer Service Center/Facilities Department at the HACC Harrisburg Campus.

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 or distributed as an addendum by Eastern pcm, LLC.

Failure of the Proposer to make appropriate inquires, 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 Mark McCammon, Project/Construction Manager, Eastern pcm, LLC (717) 233-3816 or mmccammon@easternpcm.com. Oral communication with any 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, Eastern pcm, LLC, the Project/Construction Manager, 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 Eastern pcm, LLC.

E. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

HACC is committed to affirmative action in accordance with state and federal laws and regulations providing for equal employment opportunity. HACC 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

HACC is committed to non-discrimination and equal employment opportunity. HACC 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 HACC 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 HACC 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 HACC

D. INSURANCE

The Contractor shall provide insurance coverage as required by this section. Certificates of insurance coverage shall be filed with HACC 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 HACC has received the certificates.

The Contractor shall maintain the following minimum insurance:

1. Workers' Compensation Insurance Coverage, with proof of Workers' Compensation Coverage in accordance with Pennsylvania statutory requirements
2. Comprehensive General Liability insurance, including automobile liability, personal injury and property damage with limits of not less than \$1,000,000 each claim and a combined single limit of not less than \$2,000,000 per occurrence.

Note: Eastern pcm, LLC to be named as an additional insured.

E. INDEMNIFICATION

The Contractor shall hold HACC 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

Eastern pcm, LLC, the Project/Construction Manager, 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

All work must be completed by March 15, 2008.

Working hours are Monday through Friday, 7:00am – 5:00pm.

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 – NOT APPLICABLE

E. PROPOSAL DEADLINE

To be considered for selection, proposals shall be delivered to HACC, Office of Purchasing and Business Services, Whitaker Hall, Room 130, One HACC Drive, Harrisburg, PA on or before December 6, 2007 at 2:00pm. Proposals must be in a sealed envelope, clearly marked "HACC – West Cooling Tower Sump Replacement – HACC Solicitation #08-23".

The mailing of proposals shall allow for normal mail delivery time to ensure timely receipt of their proposals by HACC. Proposals arriving after the deadline will not be considered. All proposals become the property of HACC.

F. NUMBER OF COPIES AND MAILING OF PROPOSAL

Two (2) copies of the General Proposal will be submitted in a sealed envelope clearly marked with the name of the Proposer and labeled "Proposal – West Cooling Tower Sump Replacement". One (1) of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Contractor signature. The remaining copy does require original signatures.

The proposals must be addressed as follows: Harrisburg Area Community College
Whitaker Hall, Room 130
One HACC Drive
Harrisburg, PA 17110
Attn: Garry Crider, Director of Purchasing
Re; HACC Solicitation #08-23

VI FORMAT FOR PROPOSAL

A. INTRODUCTION

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

B. COVER LETTER

Each proposal will have a Cover Letter on the letterhead of the company or organization submitting the proposal. The Cover Letter must include the following information:

1. Briefly summarize the Contractor's ability to provide the services specified in the RFP.
2. A Statement that the Contractor is willing to perform the work described in the RFP and to enter into a contract with HACC to perform the work. The Cover Letter must be signed by a person having the authority to commit the Contractor to a contract.
3. Information should include: the company name, federal Taxpayer Identification Number, address, telephone number, FAX number, name, and title of the person to contact, name(s) of principal(s) assigned to negotiate for Contractor (if any), and the name of the individual or company who will manage the project.
4. Certification as to correctness of the proposal and the authority of person signing to bind Contractor.
5. Acknowledgment and/or exceptions taken to the proposed terms and conditions.

C. DESCRIPTION OF QUALIFICATIONS

Each proposal must contain a description of the Contractor's qualifications to perform the services specified in this RFP.

D. CONTRACTOR HISTORY

Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services closely related to the requirements specified in this RFP. The narrative shall include three (3) reference accounts showing experience in receiving contracts for the delivery of services similar to the one proposed. References must include the following:

- 1) Name of the firm or corporation.
- 2) The dates of each contract or agreement under which the Contractor provided such services.
- 3) The names, address, and telephone number of a contract person for each contract.
- 4) A brief description of the related projects.

E. COST PROPOSAL

See Section: X. Bid Form for West Cooling Tower Sump Replacement

VII EVALUATION

A. PROPOSAL PROCESS

1. After the date established for receipt of proposals, a register of proposals shall be prepared which shall include the name of each Proposer. The register of proposals shall be open to public inspection only after award of the contract. No additional proposals will be accepted after the opening date.
2. The evaluation shall be based on the evaluation factors set forth in this request for proposal. Factors not specified in the request for proposal shall not be considered.
3. For the purpose of conducting discussions, proposals shall be initially classified as:
 - (a) responsive; or
 - (b) non-responsive.
4. Discussions may be held with one or more Proposers to:
 - (a) promote understanding of the College's requirements and the Proposers' proposals; and
 - (b) facilitate arriving at a contract that will be most advantageous to the College taking into consideration all factors set forth in the request for proposals.
 - (c) Discussions may include oral presentations, interviews, demonstrations, responses to specific questions, modifications, and negotiations. Proposers shall not be informed of their rank at the time of discussions. The College reserves the right to visit and inspect other sites of the potential Contractor.
 - (d) Proposers must be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
 - (e) One or more Proposers may be provided an opportunity to submit a "best and final" offer.
5. References and the credit and financial responsibility of the Proposers may be verified as appropriate.

B. EVALUATION CRITERIA

The selection of the Contractor will be made after evaluating proposals, based upon the responsiveness of the proposals to the goals and objectives of the College's needs.

VIII. AWARD

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, HACC 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.

IX. EXHIBITS / SPECIFICATIONS

PROJECT SUMMARY

INTRODUCTION

HACC – Harrisburg Campus plans to install a galvanized replacement pan, fan section and controls for the West cooling tower at the Hall Technology Building at the HACC – Harrisburg Campus.

SCOPE

All work will be constructed in accordance with the attached Scope of Work, Exhibit “A”. Sketch plans SK1, SK2 and SK3 dated November 13, 2007 have been provided for reference.

WORK HOURS

Monday through Friday, 7:00am – 5:00pm.

X. BID FORM

PROJECT: West Cooling Tower Sump Replacement

BID TO: Harrisburg Area Community College

BID FROM: _____
TYPE or PRINT Name and Address of Entity Submitting Bid Here

1. BIDDERS will complete the Work in accordance with the Contract Documents for the following Contract:

LUMP SUM \$ _____ (in words)

\$ _____ (in figures)

SCHEDULE: All work shall be completed by March 15, 2008.

WARRANTY: All work shall be guaranteed for twelve (12) months after acceptance by the Owner.

SUBMITTED: _____, 2007
TYPE or PRINT date of bid submission here

By: **When Bidder is an Individual**

Date: _____

(SEAL)

(Legal Name of Contracting Firm)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Person Authorized to Sign)

(Signature of Witness)

(Printed name and Title of Person Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Partnership**

Date: _____

(SEAL)

(Legal Name of Contracting Firm)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

(Signature of Partner Authorized to Sign)

(Signature of Witness)

(Printed name of Partner Authorized to Sign)

(Printed name of Witness)

By: **When Bidder is a Corporation**

Date: _____

(Legal Name of Corporation) (SEAL)

Incorporated under the laws of : _____
(Printed Name of State)

Business Address: _____

Phone Number: _____

Fax: _____

(Signature of Authorized Officer)

(Signature of Corporate Secretary)

(Printed name and Title of Authorized Officer)

(Printed name of Corporate Secretary)

XI. NOTIFICATION OF INTENT TO SUBMIT PROPOSAL

If you are interested in submitting a Proposal, please fill out the information requested below and return this form to Mark McCammon, Project Manager, Eastern pcm, LLC, 212 Locust Street, Suite 604, Harrisburg, PA 17101 no later than Thursday, November 18, 2007 or fax this document to (717) 233-1666 or e-mail this document to mmccammon@easternpcm.com.

Name of Organization _____

Mailing Address _____

Representative's Name _____

Representative's Title _____

Email Address _____

Phone Number _____

FAX Number _____

Check all that apply:

Will submit a Proposal

Will NOT submit a Proposal

Signed: _____

Printed Name: _____

Date: _____

Exhibit "A"

SCOPE OF WORK

HACC
Hall Technical Building

West Cooling Tower Sump Replacement

One HACC Drive
Harrisburg, PA 17110

Contractor shall provide all labor, supervision, equipment and materials to install a Replacement Pan and Fan Section of the west cooling tower located in the Mechanical Penthouse of the Hall Technology Building at the HACC – Harrisburg Campus. All work shall be completed in accordance with the specifications referred to in the Agreement and to the satisfaction of the owner. The system will include, but not be limited to, the following:

1. Purchase of all material required for a complete installation and applicable delivery charges.
2. All costs related to transportation and rigging required to install the new equipment and removal the old equipment which is replaced.
3. Proper disposal of all removed equipment.
4. Coordination with and approval from the Owner for delivery, site logistics and staging of the installation and removal methodologies to ensure safety and structural integrity of exiting structures and conditions.
5. Disconnect, remove and replace, as required chemical control equipment.
6. Provide a galvanized Pan-Fan section (without heating elements) manufactured by BAC or approved equal; for a BAC Model # VXI-36-3 . Pan-Fan section shall include and/or meet the following:
 - a. Certified Capacity of 207.7 gpm of water from 101° F to 90° F at 78' ent. Wet bulb and 4.7 psig fluid pressure drop.
 - b. One (1) fan motor, 20 HP, 1750 RPM, 3 phase, 60 hertz, 230/460volts suitable for 480 volts, open drip-proof enclosure, Fan drives based on ¼" ESP.
 - c. One (1) pump motor, 1 HP, 3450 RPM, 3 phase, 60 hertz, 230/460 volts, suitable for 480 volts, open drip-proof enclosure.
 - d. Pan Fan Section shall be constructed of heavy gauge hot-dipped galvanized steel and finished with a corrosion protection system.
 - e. Make-up float assembly shall include a brass float valve and an adjustable float
 - f. Hot-dipped galvanized strainer with large perforated areas
 - g. Hot dipped galvanized fan discharged cowls finished with a corrosion protection system.
 - h. Hot dipped galvanized access doors as required.
 - i. Waste water bleed-off line with adjustable valve.
 - j. Closed coupled centrifugal pump with mechanical seal.
 - k. Hot dipped galvanized steel forwardly curved fan wheels, squirrel cage type finished with a corrosion protection system.
 - l. Solid fan shaft constructed of ground and polished steel with all exposed surfaces coated with corrosion protection. Each shaft to have self aligning, heavy duty, and grease lubricated ball bearings on each end of the shaft.
 - m. Remaining bearings shall be self-aligning, heavy duty, sleeve bearings with two piece cast iron bodies, with deep well reservoirs and oil cups.
 - n. V-belt type drive with taper-lock sheaves selected for 150% motor nameplate horsepower.

SCOPE OF WORK

HACC - Hall Technical Building

West Cooling Tower Sump Replacement

Page 2

- o. Drip-proof ball bearing type motor with 1.15 service factor suitable for outdoor service.
 - p. Hot dipped galvanized steel fan guard screens
 - q. All materials shall be treated with anti-corrosion protection system.
-
- 7. Remove two (2) existing valve actuators from valve bodies including the disconnection of electrical connections.
 - 8. Provide and install two (2) mounting kits
 - 9. Provide and install two (2) electric valve actuators with two position actuation for 6" butterfly valves.
 - 10. All control equipment shall be compatible with a Johnson Controls "Metasys" System
 - 11. All work to be performed between 7:00am and 5pm.

--END SCOPE OF WORK--